

City Clerk File No. Ord. 14.064

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.064

TITLE:

**AN ORDINANCE VACATING A PORTION OF GROVE SQUARE  
CONSISTING OF APPROXIMATELY 3,451 SQUARE FEET IN  
ORDER TO ALIGN THE STREET GRID WITH THE LIBERTY  
HARBOR NORTH REDEVELOPMENT PLAN**

**WHEREAS**, on March 23, 2005, the Municipal Council of the City of Jersey City finally adopted Ordinance 05-032, vacating a portion of Canal Street and of Grove Street, consisting of approximately 18,968.4618 square feet, and accepting a portion of the vacated area measuring approximately 11,992.9684 square feet, therein designated as "Grove Square", in order to effectuate the street grid contained in the Liberty Harbor North Redevelopment Plan as in effect on that date; and

**WHEREAS**, the Liberty Harbor North Redevelopment Plan was subsequently amended with respect to the street grid; and

**WHEREAS**, on May 15, 2012, the Planning Board of the City of Jersey City granted preliminary and final major subdivision approval (the "Subdivision Approval", a copy of which is file with the City Clerk) to Grand LHN III Urban Renewal, LLC "to subdivide four existing lots into five lots, including two lots for the extension of rights of way in connection with the property located at 237 Grand Street, 'Grand Street', 1 Canal Street, the 'Grove Square' right-of-way, in order to "create development lots and right-of-way extensions consistent with the Liberty Harbor North Redevelopment Plan"; and

**WHEREAS**, in order to effectuate the terms of the Liberty Harbor North Redevelopment Plan and the Subdivision Approval, Liberty Harbor North Brownstone Condominium Urban Renewal, LLC, (the "Petitioner") has requested the vacation of a portion of Grove Square measuring approximately 3,395 square feet (the "**Vacation Parcel**"), as depicted on that certain map prepared by Faraldi Group, dated March 6, 2014, revised March 19, 2014, and entitled "SURVEY OF A PORTION OF FORMER GROVE SQUARE TO BE VACATED, LIBERTY HARBOR NORTH, CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY," (the "**Map**", a copy of which is attached hereto as Exhibit A), and as described in that certain metes and bounds description prepared by Faraldi Group, dated March 19, 2014 and entitled "Description of Lot 23.04, City Block 15802 to Be Vacated, Liberty Harbor North, City of Jersey City, Hudson County, New Jersey" (the "**Description**", a copy of which is attached hereto as Exhibit B); and

**WHEREAS**, immediately prior to the dedication of the Vacation Parcel to the City, the Petitioner was the owner of the Vacation Parcel; and

**WHEREAS**, the Vacation Parcel is not necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and

**WHEREAS**, the new street pattern has been approved by the City Council in its adoption of the amendments to the Liberty Harbor North Redevelopment Plan, and by the Jersey City Planning Board in its granting of the Subdivision Approval; and

**WHEREAS**, upon adoption of this Ordinance, and filing of the Ordinance and the Map with the Hudson County Register, title to the Vacation Parcel shall vest in the Petitioner; and

**WHEREAS**, all publication and notice requirements having been met,

**AN ORDINANCE VACATING A PORTION OF GROVE SQUARE CONSISTING OF  
APPROXIMATELY 3,395 SQUARE FEET IN ORDER TO ALIGN THE STREET  
GRID WITH THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN**

**NOW THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City as follows:

**Section 1.** All of the recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** All of that part or portion of Grove Square as depicted on the Map attached hereto as Exhibit A as the Vacation Parcel, and described in the Description attached hereto as Exhibit B, measuring approximately 3,395 square feet shall be and is hereby vacated and the public easement and the rights therein shall be and are hereby extinguished.

**Section 3.** All costs and expenses incidental to the introduction, passage, and publication of this Ordinance shall be borne by Petitioner.

**Section 4.** Petitioner shall file this Ordinance, the Map and the Description with the Hudson County Register within sixty days of the effective date of this Ordinance. Upon filing of this Ordinance, the Map and the Description with the Hudson County Register, title to the Vacation Parcel shall vest in Petitioner.

**Section 5.** This Ordinance shall be subject to the following:

- (a) In the event the utilities, if any, presently located under the Vacation Parcel are not moved to another location, an easement in perpetuity is reserved for the benefit of the City of Jersey City and all public utility companies, including any cable television company as defined in the "Cable Television Act", N.J.S.A. 48:5A-1 *et seq.*, for the purpose of ingress and egress over and upon the area subject to this Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the Vacation Parcel.
- (b) No buildings or structures of any kind may be constructed over the water or sewer utilities within this area subject to the easement without the consent of the Chief Engineer of the City of Jersey City unless and until those utilities are relocated and/or abandoned.
- (c) In the event that the utilities, if any, presently lying in the Vacation Parcel are relocated, then the easement otherwise created hereby shall immediately terminate and the same shall be considered abandoned by the respective utility company.

**Section 6.** All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

**Section 7.** This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

**Section 8.** This Ordinance shall take effect at the time and in the manner provided by law.

**Section 9.** The City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repeal of the existing provisions.

G:\WPDOCS\ITOLONDA\Franchise Ordinance Correspondence\Grove Square - Marjorie M. Mocco, Esq\Grove Square Vacation ORDINANCE.doc

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A. \_\_\_\_\_

**ORDINANCE/RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement:**  
**AN ORDINANCE VACATING A PORTION OF GROVE SQUARE  
CONSISTING OF APPROXIMATELY 3,395 SQUARE FEET IN ORDER TO  
ALIGN THE STREET GRID WITH THE LIBERTY HARBOR NORTH  
REDEVELOPMENT PLAN**
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:** Peter Mocco, Managing Member, Liberty Harbor North Brownstone Condominium Urban Renewal, LLC, 201-516-8552.
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:** This Ordinance will authorize the vacation of a portion of Grove Square in order to effectuate the terms of the Liberty Harbor North Redevelopment Plan as amended which provide for a new street pattern.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
In order to carry out the Liberty Harbor North Redevelopment Plan and the vacation of a portion of Grove Square is necessary to complete the extension and alignment of a street to be constructed as required by the Redevelopment Plan.
5. **Anticipated Benefits to the Community:**  
Construction of a new street for current and future residents and commercial tenants.
6. **Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):** N/A
7. **Date Proposed Program or Project Will Commence:**  
Upon adoption of this Ordinance
8. **Anticipated Completion Date:**  
Approximately 5 - 7 years for complete build out of surrounding development parcels.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
Marjorie M. Mocco, Esq. [Marjorie.mocco@libertyharbor.com](mailto:Marjorie.mocco@libertyharbor.com) (201) 516-8551
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

\_\_\_\_\_  
Signature of ROBERT COTTER,  
Director  
Division of City Planning

\_\_\_\_\_  
Signature of ANTHONY CRUZ  
Acting Director,  
Department of Housing, Economic  
Development and Commerce

## PETITION

### TO THE MUNICIPAL COUNCIL OF JERSEY CITY, NEW JERSEY

Your petitioner, Liberty Harbor North Brownstone Condominium Urban Renewal, LLC (the "Petitioner"), having an address of 345 Tenth Street, Jersey City, New Jersey 07302, respectfully shows:

WHEREAS, on March 23, 2005, the Municipal Council of the City of Jersey City finally adopted Ordinance 05-032 (the "**2005 Ordinance**", a copy of which is attached hereto as Exhibit A), vacating a portion of Canal Street and of Grove Street, consisting of approximately 18,968.4618 square feet, and accepting a portion of the vacated area measuring approximately 11,992.9684 square feet, therein designated as "Grove Square", in order to effectuate the street grid contained in the Liberty Harbor North Redevelopment Plan as in effect on that date; and

WHEREAS, the Liberty Harbor North Redevelopment Plan was subsequently amended with respect to the street grid; and

WHEREAS, on May 15, 2012, the Planning Board of the City of Jersey City granted preliminary and final major subdivision approval (the "**Subdivision Approval**", a copy of which is attached hereto as Exhibit B) to the Company "to subdivide four existing lots into five lots, including two lots for the extension of rights of way in connection with the property located at 237 Grand Street, "Grand Street", 1 Canal Street and the "Grove Square" right-of-way, in order to "create development lots and right-of-way extensions consistent with the Liberty Harbor North Redevelopment Plan"; and

WHEREAS, in order to effectuate the terms of the Liberty Harbor North Redevelopment Plan and the Subdivision Approval, the Petitioner seeks the vacation of a portion of the former Grove Square measuring approximately 3,395 square feet (the "**Vacation Parcel**"), as depicted on that certain map prepared by Faraldi Group, Inc., dated October 11, 2013, and entitled "Proposed Lot 23.04" (the "**Map**", a copy of which is attached hereto as Exhibit C), and as described in that certain metes and bounds description prepared by Faraldi Group, Inc., dated March 6, 2014 and entitled "Description of Right-of-Way Vacation Portion of Grove Square City of Jersey City, Hudson County, New Jersey (the "**Description**", a copy of which is attached hereto as Exhibit D); and

WHEREAS, immediately prior to the dedication of the Vacation Parcel to the City, the Petitioner was the owner of the Vacation Parcel; and

WHEREAS, the Vacation Parcel is not necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and


WHEREAS, the new street pattern has been approved by the City Council in its adoption of the amendments to the Liberty Harbor North Redevelopment Plan, and by the



Jersey City Planning Board in its granting of the Subdivision Approval,

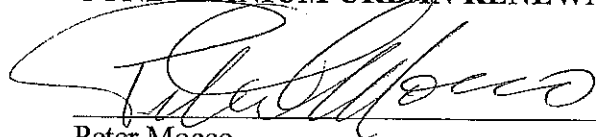
NOW THEREFORE, your Petitioner respectfully requests that the Municipal Council of the City of Jersey City ordain the vacation of the Vacation Parcel for the reasons set forth herein.

**WITNESS**



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**LIBERTY HARBOR NORTH BROWNSTONE  
CONDOMINIUM URBAN RENEWAL, LLC**



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Peter Mocco

Claudia B. Faraldi, President  
Director of Management



EXHIBIT B

Albert N. Faraldi, PLS, PP  
N.J. Lic. 29346 • P.P. Lic. 3182

831 First Street, Secaucus, New Jersey 07094-3432  
201-867-8044 • Fax 201-867-8864  
E-Mail: faraldigroup@comcast.net

October 31, 2013  
Revised March 19, 2014

**DESCRIPTION OF LOT 23.04, CITY BLOCK 15801,**  
**TO BE VACATED,**  
**LIBERTY HARBOR NORTH, CITY OF JERSEY CITY,**  
**HUDSON COUNTY, STATE OF NEW JERSEY**

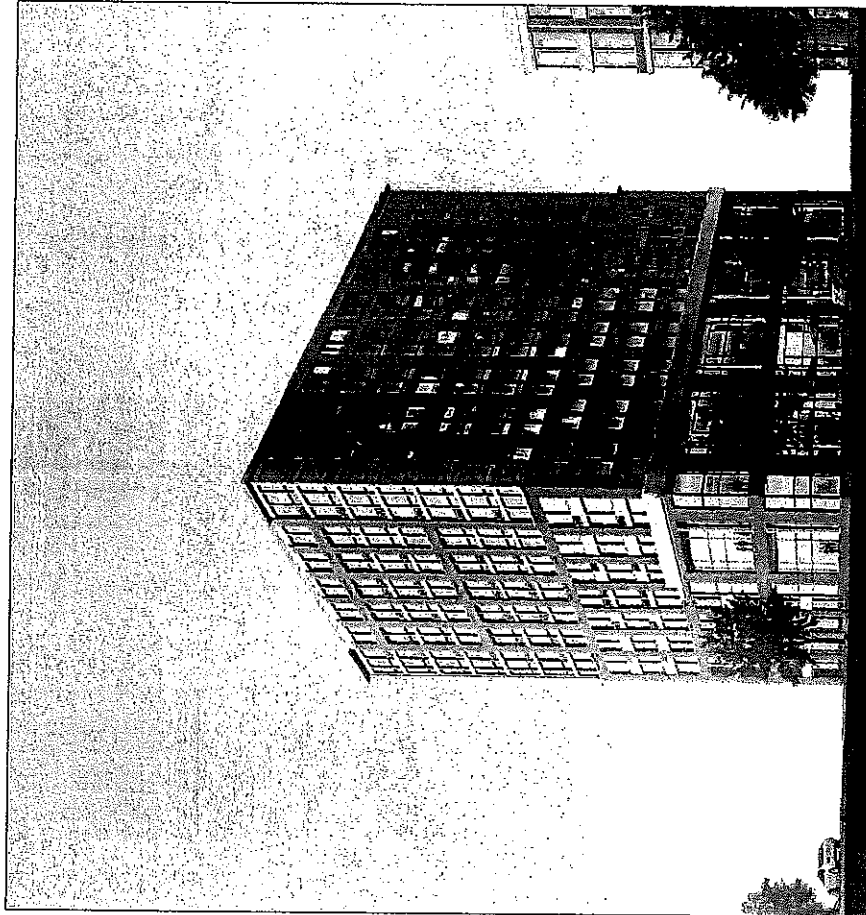
COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF **GRAND STREET** AND THE EASTERLY LINE OF **TIDEWATER STREET**, AND RUNNING THENCE;

- a) SOUTH 81° - 52' - 26" EAST ALONG SAID SOUTHERLY LINE OF **GRAND STREET**, 277.29 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE
- 1) SOUTH 06° - 35' - 58" WEST, 95.93 FEET TO A POINT, THENCE
- 2) NORTH 81° - 54' - 24" WEST, 33.88 FEET TO A POINT, THENCE
- 3) SOUTH 89° - 35' - 04" WEST, 2.77 FEET TO A POINT, THENCE
- 4) NORTH 00° - 24' - 56" WEST, 0.41 FEET TO A POINT, THENCE
- 5) NORTH 08° - 07' - 34" EAST, 95.84 FEET TO THE POINT, THENCE
- 6) SOUTH 81° - 52' - 26" EAST ALONG SAID SOUTHERLY LINE, 34.13 FEET TO THE POINT OR PLACE OF BEGINNING

CONTAINING AN AREA OF 3,395 SQUARE FEET OR 0.08 ACRES

PREPARED BY,

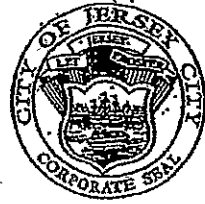
ALBERT N. FARALDI, PLS PP  
NJ PLS LIC. NO. 29346  
NJ PP LIC. NO. 3182



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City Clerk File No. Ord. 05-032  
Agenda No. 3-I 1st Reading  
Agenda No. 4-I 2nd Reading & Final Passage

## ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE  
Offered and moved adoption of the following ordinance:

CITY ORDINANCE 05-032

**TITLE:** AN ORDINANCE VACATING A PORTION OF CANAL STREET AND GROVE STREET CONSISTING OF APPROXIMATELY 18,968.4618 SQ. FT. AND DEDICATING AN AREA OF 11,992.9684 SQ. FT. TO THE CITY OF JERSEY CITY TO BE KNOWN AS GROVE SQUARE, BEING LOCATED WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON AND STATE OF NEW JERSEY.

COUNCIL as a whole, offered and moved for adoption of the following ordinance:

WHEREAS, the Jersey City Redevelopment Agency, a body corporate and politic of the State of New Jersey and the Boys and Girls Club of America, (hereinafter referred to as "Petitioners") has filed a petition with the Municipal Council of the City of Jersey City, requesting the vacation of a portion of Canal Street and the dedicating of Grove Square, all as shown on a survey prepared by Faraldi Group, Inc. dated 1/27/04, said petition and survey being on file with Office of the City Clerk; and

WHEREAS, the Petitioners are the owners of all property abutting and adjoining the areas being vacated by this Ordinance; and

WHEREAS, the vacation of this portion of Canal Street is necessary in order to complete the redevelopment of Blocks 60 and 233 in accordance with the Liberty Harbor North Redevelopment Plan; and

WHEREAS, the area being vacated is no longer necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and

WHEREAS, the new street pattern replacing Canal Street has been approved by the Jersey City Planning Board and Municipal Council; and

WHEREAS, the dedication of Grove Square is part of the new approved street pattern; and

WHEREAS, upon adoption of this Ordinance, title to that portion of Canal Street described herein shall vest in the Petitioners; and

WHEREAS, said Petition has been duly advertised and proof of the giving of due notice of the Petition requesting enactment of this ordinance as required by law, has been filed with the City Clerk, and the Municipal Council having held a public hearing thereon, and no objections having been made thereto; and

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

**Section I:** All that part or portion of Canal Street in the City of Jersey City, as is hereinafter more particularly described and as is shown and delineated on the survey, which is annexed to the petition filed by Petitioner, be and the same is hereby vacated and the public easement and rights therein be and the same are hereby extinguished, which part of the aforesaid street is more particularly described as follows:

BEGINNING at a point formed by the intersection of the southerly line of Grand Street and the westerly line of Grove Street, and running thence;

1. South 22° - 29' - 16" West along said westerly line of Grove Street, 76.91 feet to a point formed by the intersection of said westerly line and the northerly line of Canal Street, thence,
2. South 89° - 30' - 56" West along said northerly line of Canal Street, 197.00 feet to the westerly terminus of said northerly line of Canal Street, thence,
3. South 00° - 29' - 04" East along the westerly termination of Canal Street, 25.00 to a point, thence,
4. North 89° - 30' - 56" East along the termination of Canal Street 50.31 feet to a point, thence,
5. South 00° - 29' - 04" East along the termination of Canal Street, 25.00 feet to a point in the westerly terminus of the southerly line of Canal Street, thence,
6. North 89° - 30' - 56" East along said southerly line of Canal Street, 221.07 feet to a point formed by the intersection of said southerly line and the easterly line of Grove Street, thence,
7. North 22° - 29' - 16" East along said easterly line, 116.65 feet to a point in said southerly line of Grand Street, thence,
8. North 82° - 00' - 04" West along said southerly line projected westerly across Grove Street, 90.89 feet to the point or place of Beginning.

The above-described property with an area of 18,615.6343 sq. feet (0.4274 acre) is in accordance with a map dated 1/27/04 prepared by Faraldi Group.

**Section II:** All that part or portion of Grove Square in the City of Jersey City, as is hereinafter more particularly described and as is shown and delineated on the survey which is annexed to the petition filed by Petitioner, be and the same is hereby accepted by the City of Jersey City and the Mayor or Business Administrator is hereby authorized to accept a Deed from the Jersey City Redevelopment Agency dedicating the land as part of the public easement and right-of-way therein, Grove Square as hereinafter more particularly described and as shown on the survey which is attached to the petition is hereby dedicated to the City of Jersey City, said Grove Square is more particularly described as follows:

**BEGINNING** at a point on the southerly line of Grand Street distant 529.75 feet westerly from a point formed by the intersection of said southerly line and the westerly line of Luis Munoz Marin Boulevard Street, and running thence;

1. South 08° - 05' - 59" West, 97.47 feet to a point, thence,
2. North 81° - 55' - 58" West, 123.00 feet to a point, thence,
3. North 08° - 05' - 59" East, 97.54 to a point in said southerly line of Grand Street, thence,
4. South 81° - 54' - 01" East along said southerly line, 123.00 feet to the point or place of beginning.

**Section III:** All costs and expense incidental to the introduction, passage, and publication of this ordinance shall be borne and paid by the petitioner.

**Section IV:** The petitioner shall file this Ordinance and the Maps with the Register of the County of Hudson within sixty (60) days after the Ordinance becomes effective. Upon the filing with the Register if the County of Hudson, title to that vacated portion of Canal Street shall vest the Jersey City Redevelopment Agency.

**Section V:**

- 1) In the event the utilities, if any, presently located under the roadways being vacated hereunder, are not moved to another location, an easement in perpetuity is reserved for the benefit of the City of Jersey City and all public utility companies, including any cable television company as defined in the "Cable Television Act", P.L. 1972, c. 186 (c.48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this vacation ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas line and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this vacation ordinance.
- 2) No buildings or structures of any kind may be constructed over the water or sewer utilities within this area subject to the easement without the consent of the Chief Engineer of the City of Jersey City unless and until those utilities are relocated and/or abandoned.

- 3) In the event that utilities, if any, presently lying in the portion of Canal Street and Grove Street being vacated hereby are relocated, then the easement otherwise created under Section V (1), shall immediately terminate and the same shall be considered as abandoned by the respective utility company.

Section VI: All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

Section VII: This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

Section VIII: This Ordinance shall take effect at the time and in the manners provided by law.

Section IX: The City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers, and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repealers of the existing provisions.

Note: All material is new; therefore, underlining has been omitted.

For the purposes of advertising only, new material is indicated by bold face and repealed matter by italic.

APPROVED AS TO LEGAL FORM

Josephine Menahan  
Corporation Counsel

Certification Required ☒

APPROVED: \_\_\_\_\_

APPROVED: B. O. Kelly  
Business Administrator

Date Submitted to B.A. \_\_\_\_\_


**ORDINANCE/RESOLUTION-FACT SHEET**

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement:**  
AN ORDINANCE VACATING A PORTION OF CANAL STREET CONSISTING OF APPROXIMATELY 18,968.4618 SQ. FT. AND DEDICATING AN AREA OF 11,992.9684 SQ. FT. TO THE CITY OF JERSEY CITY TO BE KNOWN AS GROVE SQUARE BEING LOCATED WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA OF THE CITY OF JERSEY CITY COUNTY OF HUDSON AND STATE OF NEW JERSEY.
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
Barbara A. Netchert, Executive Director
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
To vacate the remaining portions of Canal Street between Jersey Avenue and Grove Street in order to complete redevelopment of Blocks 60, and 233 in accordance with the LHN Redevelopment Plan.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
To provide for redevelopment of Agency owned property in accordance with the LHN Redevelopment Plan.
5. **Anticipated Benefits to the Community:**  
Construction and development of new residential housing and commercial retail uses.
6. **Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
Not applicable.
7. **Date Proposed Program or Project will Commence:**  
Upon adoption of this ordinance.
8. **Anticipated Completion Date:**  
5 to 10 years for complete build out.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
Barbara A. Netchert, Executive Director, Jersey City Redevelopment Agency.
10. **Additional Comments:**  
The City previously vacated a portion of Canal Street under Ordinances #01-086 (June, 2001) and #94-063 (July 1994). This Ordinance and a companion ordinance be filed simultaneously, will complete the intended vacation of all of Canal Street from Jersey Avenue to Grove Street and rededicate a portion of Grove Street to the City as Grove Street Square.

I certify that all the Facts Presented Herein are Accurate.

  
BARBARA A. NETCHERT, Executive Director  
Jersey City Redevelopment Agency

  
JACK BEIRNE, DIRECTOR, HOUSING, ECONOMIC  
DEVELOPMENT & COMMERCE DEPARTMENT

12/7/04  
Date

12/7/04  
Date

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 05-032

TITLE: 3.I. MAR 0 9 2005 4.I. MAR 2 3 2005



An ordinance vacating a portion of Canal Street and Grove Street consisting of approximately 18,968.4618 sq. ft. and dedicating an area of 11,992.9684 sq. ft. to the City of Jersey City to be known as Grove Square, being located within the Liberty Harbor North Redevelopment Area of the City of Jersey City, County of Hudson and State of New Jersey.

| RECORD OF COUNCIL VOTE ON INTRODUCTION <u>MAR 0 9 2005 8-0</u> |     |     |      |               |        |     |      |               |     |     |      |
|--|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON  | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| BRENNAN  | ✓   |     |      | GAUGHAN       | ABSENT |     |      | CURRAN        | ✓   |     |      |
| DONNELLY   | ✓   |     |      | MALDONADO     | ✓      |     |      | VEGA          | ✓   |     |      |
| LIPSKI   | ✓   |     |      | RICHARDSON    | ✓      |     |      | SMITH, PRES.  | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <u>MAR 2 3 2005 8-0</u>                        |        |     |      |               |     |     |      |               |     |     |      |
|---|--------|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| Councilperson <u>RICHARDSON</u> moved, seconded by Councilperson <u>DONNELLY</u> to close PH: |        |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON   | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| BRENNAN   | ABSENT |     |      | GAUGHAN       | ✓   |     |      | CURRAN        | ✓   |     |      |
| DONNELLY  | ✓      |     |      | MALDONADO     | ✓   |     |      | VEGA          | ✓   |     |      |
| LIPSKI  | ✓      |     |      | RICHARDSON    | ✓   |     |      | SMITH, PRES.  | ✓   |     |      |

✓ Indicates Vote

YVONNE BALZER

N.V.-Not Voting (Abstain)

| RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY.   |     |     |      |               |     |     |      |               |     |     |      |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| Councilperson <u>RICHARDSON</u> moved to amend Ordinance, seconded by Councilperson <u>DONNELLY</u> A adopted |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| BRENNAN   |     |     |      | GAUGHAN       |     |     |      | CURRAN        |     |     |      |
| DONNELLY  |     |     |      | MALDONADO     |     |     |      | VEGA          |     |     |      |
| LIPSKI  |     |     |      | RICHARDSON    |     |     |      | SMITH, PRES.  |     |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

| RECORD OF FINAL COUNCIL VOTE <u>MAR 2 3 2005 8-0</u> |        |     |      |               |     |     |      |               |     |     |      |
|--|--------|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON  | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| BRENNAN  | ABSENT |     |      | GAUGHAN       | ✓   |     |      | CURRAN        | ✓   |     |      |
| DONNELLY   | ✓      |     |      | MALDONADO     | ✓   |     |      | VEGA          | ✓   |     |      |
| LIPSKI   | ✓      |     |      | RICHARDSON    | ✓   |     |      | SMITH, PRES.  | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 0 9 2005

Adopted on second and final reading after hearing on MAR 2 3 2005

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAR 2 3 2005

Robert Byrne  
Robert Byrne, City Clerk

APPROVED: L. Harvey Smith  
L. Harvey Smith, Council President

Date MAR 2 3 2005

APPROVED:

John P. H. Mayor  
Date MAR 2 8 2005

Date To Mayor

\*Amendment(s):

03/09/05



PETITION

TO THE MUNICIPAL COUNCIL OF JERSEY CITY, NEW JERSEY

Your petitioners, Jersey City Redevelopment Agency (hereinafter referred to as "Agency"), having its principal place of business at 30 Montgomery Street, Room 910, Jersey City, New Jersey 07302 and the Boys and Girls Clubs of Hudson County, 1 Canal Street Jersey City, New Jersey, 07302 (hereinafter referred to as "Petitioners"), respectfully show:

WHEREAS, the Agency is the owner or contract purchaser of certain property, Block 268, All Lots, and Block 60; Pl. C. on the Official Tax Map of the City of Jersey City, and the Boys and Girls Club of America is the owner of Block 60 Plot B (hereinafter referred to as "Property"), all of which lots front along a portion of Canal Street; and

WHEREAS, the Agency is desirous of vacating that portion of Canal Street adjacent to its property for redevelopment of Blocks 233 and 60 in accordance with the Liberty Harbor North Redevelopment Plan; and

WHEREAS, the Petitioners are the owner of all property abutting and adjoining the areas being vacated; and

WHEREAS, the area being vacated is no longer necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and

WHEREAS, Grove Square also being dedicated hereby is part of the new street pattern previously approved by the Jersey City Municipal Council and Planning Board; and

WHEREAS, the Property and Streets referred to herein are located within the Liberty Harbor North Redevelopment Plan; and

NOW THEREFORE, your Petitioners hereby request that the Municipal Council of Jersey City adopt the Ordinance which shall ordain the vacation of that area of Canal Street as more precisely described in the metes and bounds description attached hereto as Exhibit A and more fully depicted on the map attached as Exhibit B.

WITNESS:

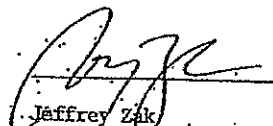
JERSEY CITY REDEVELOPMENT AGENCY

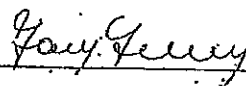
  
MAUREEN MORTOLA

  
BARBARA A. NETCHERT, EXECUTIVE DIRECTOR

WITNESS:

BOYS AND GIRLS CLUBS OF HUDSON COUNTY

  
Jeffrey Zak

  
Gary Greenberg, EXECUTIVE DIRECTOR

**Claudia B. Faraldi, President**  
Director of Management

**Albert N. Faraldi, PLS, PP**  
N.J. Lic. 29346  
P.P. Lic. 3182

**John J. Dziemian, PLS**  
N.J. Lic. 37582  
Director of Field Operations  
CAD Manager



**Faraldi  
Group, Inc.**

PROFESSIONAL LAND  
SURVEYORS & PLANNERS

831 First Street

Secaucus, New Jersey 07094-3432 (201)867-8044 Fax (201)867-0984

E-Mail: FaraldiGroup@aol.com

Member of New Jersey  
Society of Professional Land  
Surveyors

American Congress on  
Surveying & Mapping

National Society of  
Professional Surveyors

January 28, 2004


**DESCRIPTION OF PROPOSED VACATION OF**  
**PORTIONS OF CANAL STREET AND GROVE STREET,**  
**BEING LOCATED WITHIN THE**  
**LIBERTY HARBOR NORTH REDEVELOPMENT AREA,**  
**CITY OF JERSEY CITY, HUDSON COUNTY,**  
**STATE OF NEW JERSEY**

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF  
GRAND STREET AND THE WESTERLY LINE OF GROVE STREET, AND RUNNING THENCE;

- 1) SOUTH 22° - 29' - 16" WEST ALONG SAID WESTERLY LINE OF GROVE STREET,  
76.91 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID WESTERLY LINE  
AND THE NORTHERLY LINE OF CANAL STREET, THENCE
- 2) SOUTH 89° - 30' - 56" WEST ALONG SAID NORTHERLY LINE OF CANAL STREET,  
197.00 FEET TO THE WESTERLY TERMINUS OF SAID NORTHERLY LINE OF CANAL  
STREET, THENCE
- 3) SOUTH 00° - 29' - 04" EAST ALONG THE WESTERLY TERMINATION OF CANAL  
STREET, 25.00 TO A POINT, THENCE
- 4) NORTH 89° - 30' - 56" EAST ALONG THE TERMINATION OF CANAL STREET, 50.31  
FEET TO A POINT, THENCE
- 5) SOUTH 00° - 29' - 04" EAST ALONG THE TERMINATION OF CANAL STREET, 25.00  
FEET TO A POINT IN THE WESTERLY TERMINUS OF THE SOUTHERLY LINE OF  
CANAL STREET, THENCE
- 6) NORTH 89° - 30' - 56" EAST ALONG SAID SOUTHERLY OF CANAL STREET, 221.07  
FEET TO A POINT FORMED BY THE INTERSECTION OF SAID SOUTHERLY LINE  
AND THE EASTERLY LINE OF GROVE STREET,
- 7) NORTH 22° - 29' - 16" EAST ALONG SAID EASTERLY LINE, 116.65 FEET TO A  
POINT IN SAID SOUTHERLY LINE OF GRAND STREET, THENCE
- 8) NORTH 82° - 00' - 04" WEST ALONG SAID SOUTHERLY LINE PROJECTED  
WESTERLY ACROSS GROVE STREET, 90.89 FEET TO THE POINT OR PLACE OF  
BEGINNING

CONTAINING AN AREA OF 18,968.4618 SQUARE FEET OR 0.4355 ACRES.

PREPARED BY

  
JOHN J. DZIEMIAN, PLS  
NJ Lic. No. GS37582

Claudia B. Faraldi, President  
Director of Management

Albert N. Faraldi, PLS, PP  
N.J. Lic. 29346  
P.P. Lic. 3182

John J. Dziemian, PLS  
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Director of Field Operations  
CAD Manager



831 First Street  
Secaucus, New Jersey 07094-3432 (201)867-8044 Fax (201)867-0984  
E-Mail: FaraldiGroup@aol.com

January 15, 2004

Member of New Jersey  
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Surveyors

American Congress on  
Surveying & Mapping

National Society of  
Professional Surveyors

**DESCRIPTION OF PROPOSED LOT 5.10,  
BEING KNOWN AS GROVE SQUARE,  
CREATED AND DEPICTED ON A MAP ENTITLED,  
"PRELIMINARY AND FINAL MAJOR SUBDIVISION,  
LIBERTY HARBOR NORTH, CITY OF JERSEY CITY,  
HUDSON COUNTY, STATE OF NEW JERSEY"**

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF GRAND STREET DISTANT 529.75 FEET WESTERLY FROM A POINT FORMED BY THE INTERSECTION OF SAID SOUTHERLY LINE AND THE WESTERLY LINE OF LUIS MUNOZ MARIN BOULEVARD, AND RUNNING THENCE;

- 1) SOUTH  $08^{\circ} - 05' - 59''$  WEST, 97.47 FEET TO A POINT, THENCE
- 2) NORTH  $81^{\circ} - 55' - 58''$  WEST, 123.00 FEET TO A POINT, THENCE
- 3) NORTH  $08^{\circ} - 05' - 59''$  EAST, 97.54 FEET TO A POINT IN SAID SOUTHERLY LINE OF GRAND STREET, THENCE
- 4) SOUTH  $81^{\circ} - 54' - 01''$  EAST ALONG SAID SOUTHERLY LINE, 123.00 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 11,992.9684 SQUARE FEET OR 0.2753 ACRES

PREPARED BY,

JOHN J. DZIEMIAN, PLS  
NJ LIC. NO. GS37582



**RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY**

**APPLICANT:** GRAND LHN III URBAN RENEWAL, LLC  
**FOR:** PRELIMINARY & FINAL MAJOR SUBDIVISION APPROVAL  
237 GRAND STREET, "GRAND STREET", 1 CANAL STREET AND  
~~THE "GROVE SQUARE" RIGHT-OF-WAY~~  
ALSO TO BE KNOWN ON THE JERSEY CITY TAX MAPS AS  
BLOCK 15901, LOTS 1, 2, 3, 4 AND "GROVE SQUARE"  
JERSEY CITY, NEW JERSEY

**CASE NO.:** P12-014

**WHEREAS**, the applicant, **GRAND LHN III URBAN RENEWAL, LLC**, (the "Applicant"), per **CONNELL FOLEY, LLC** (Charles J. Harrington, III, Esq., appearing) made application to the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for Preliminary and Final Major Subdivision Approval, to wit: Calendar No. P12-014, to subdivide four (4) existing lots into five (5) lots including two (2) lots for the extension of rights-of-way in connection with the property located at 237 Grand Street, "Grand Street", 1 Canal Street and the "Grove Square" right-of-way, also known on the Jersey City Tax Maps as Block 15901, Lots 1, 2, 3, 4 and "Grove Square"; and

**WHEREAS**, due notice of a hearing on the above said application before the Planning Board of the City of Jersey City, on May 15, 2012 at 5:30 p.m., was duly published as prescribed in the Zoning Ordinance of the City of Jersey City; and

**WHEREAS**, the applicant has submitted proof that it has complied with the applicable procedural requirements including the payment of fees and public notices; and

**WHEREAS**, all testimony having been formally heard for this application; and

**WHEREAS**, after consideration of the application and the testimony presented at the meeting, the Planning Board has made the following findings of fact:

**FINDINGS OF FACT**

1. The Applicant, Grand LHN III Urban Renewal, LLC, has filed an application with the Jersey City Planning Board for Preliminary and Final Major Subdivision Approval. The purpose of the application is to subdivide four (4) existing lots and create development lots and right-of-way extensions consistent with the Liberty Harbor North Redevelopment Plan.
2. Under a separate development application, the Applicant is proposing a development that includes a total of 680 residential units in with retail space and approximately 373 on site parking spaces and 8 on street parking spaces (the Applicant requested a valet and/or mechanical parking to maximize parking, if necessary) in connection with a portion of the property located along Grand Street, Jersey City, New Jersey, specifically identified as "Block 5" in the Liberty Harbor North Redevelopment Plan. The subdivision will create the extension of Grove Street (through the proposed development), Regent Street and Sussex Street.

3. The proposed lots conform with the Liberty Harbor North Redevelopment Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Board of the City of Jersey City, County of Hudson and State of New Jersey, for the foregoing reasons, approves the within application for Preliminary and Final Major Subdivision Approval, to wit: Calendar No. P12-014, to subdivide four (4) existing lots into five (5) lots including two (2) lots for proposed extensions of rights-of-way in connection with the property located at 237 Grand Street, "Grand Street", 1 Canal Street and the "Grove Square" right-of-way, also known on the Jersey City Tax Maps as Block 15901, Lots 1, 2, 3, 4 and "Grove Square", in accordance with the plans and testimony submitted to the Planning Board of the City of Jersey City, subject to the following conditions:

1. The conditions of approval set forth on the record by the Planning Board Commissioners and/or Division of Planning.
2. This resolution may be amended to specifically set forth the conditions of approval that were started on the record at the hearing.

APPLICANT: GRAND LHN III URBAN RENEWAL, LLC

FOR: PRELIMINARY & FINAL MAJOR SUBDIVISION APPROVAL  
237 GRAND STREET, "GRAND STREET", 1 CANAL STREET AND  
THE "GROVE SQUARE" RIGHT-OF-WAY  
ALSO TO BE KNOWN ON THE JERSEY CITY TAX MAPS AS  
BLOCK-15901, LOTS-1, 2, 3, 4 AND "GROVE SQUARE"  
JERSEY CITY, NEW JERSEY

CASE NO.: P12-014

VOTE:

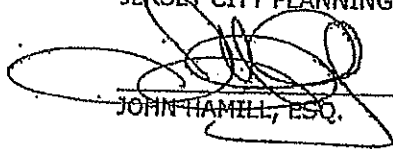
COMMISSIONER: YES NO ABSTAIN ABSENT

Michael A. Ryan, Chairman  
Karen McIntyre, Commissioner  
Leon Yost, Commissioner  
Roseanna Petruzzelli, Commissioner  
Larry Eccleston, Commissioner  
James P. McNeill, Commissioner  
Madeline Romano, Commissioner  
Michael Sims, Commissioner  
Nidia Lopez, Commissioner  
Dr. Orlando Gonzalez, Commissioner  
Edwardo Torres, Commissioner

  
MICHAEL RYAN, CHAIRMAN  
JERSEY CITY PLANNING BOARD

  
ROBERT COTTER, SECRETARY  
JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM:

  
JOHN HAMILL, ESQ.

DATE OF HEARING:

May 15, 2012

DATE OF MEMORIALIZATION:

May 15, 2012

City Clerk File No. Ord. 14.065

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.065

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 1 OF THE REDEVELOPMENT PLAN**

**WHEREAS**, the Local Redevelopment and Housing Law, NJSA 40A:12A-1et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment" and "in need of rehabilitation"; and

**WHEREAS**, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Liberty Harbor North Redevelopment Plan Area on March 2, 1983; and

**WHEREAS**, the Liberty Harbor North Redevelopment Plan has been amended periodically since its adoption with sweeping changes made in 2002 by the adoption of the Duany Plater-Zyberk Master Plan; and

**WHEREAS**, the Municipal Council of the City of Jersey City wishes to assure continued high quality design and development within the Liberty Harbor North Redevelopment Plan area; and

**WHEREAS**, This ordinance adopts amendments to the *Regulating Plan: Heights Map, Regulating Plan: Frontages Map, Capacity Summary Table, Intensity Summary Table*, and parking standards; and

**WHEREAS**, the Planning Board of Jersey City, at its meeting of May 6, 2014, reviewed this amendment and found there to be many advantages. The board unanimously recommended that the Municipal Council adopt the proposed amendments; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the proposed Amendments, attached hereto, as Recommended by the Jersey City Planning Board on May 6, 2014 be, and hereby is, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP. FAICP, Planning Director

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED:

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐



## ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

### Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 1 OF THE REDEVELOPMENT PLAN**

### Initiator

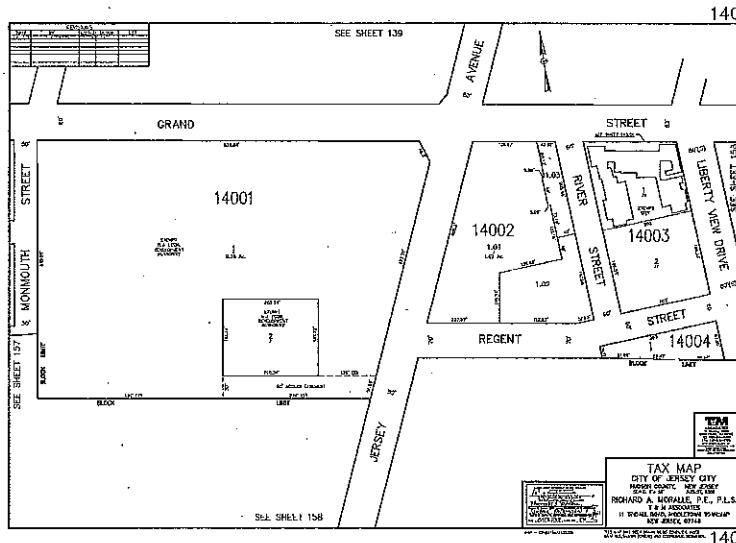
|                     |                                |  |
|---------------------|--------------------------------|--|
| Department/Division | HEDC/Planning                  |  |
| Name/Title          | R. Cotter, Director, PP, FAICP | M. Bucci-Carter, Supervising Planner, PP, AICP |
| Phone/email         | 201-457-5050 ; bobbyc@jcny.org | 201-547-4499; maryannb@jcny.org                |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Purpose

Building Bulk standards are proposed for Block 14002 located at the intersection of Grand Street and Jersey Avenue. This Block is identified within the redevelopment plan as Block 1.

The location is shown on the Tax Map sheet inserted below:



The purpose of this ordinance is to permit the re-location of the tower element from Grand Street to Regent Street on Block 1. It also reduces the permitted building height along Grand Street from 16 Stories to 12 Stories and clearly permits local residents, businesses, schools and hospitals to utilize excess parking within the garages of the Liberty Harbor North Plan area.

These changes also result in changes to the Capacity and Summery Charts of the redevelopment plan.

I certify that all the facts presented herein are accurate.

Signature of Department Director


Date

5/27/14

**DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE**  
**Division of City Planning**



**Inter-Office Memorandum**

**DATE:** May 28, 2014  
**TO:** Jeremy Farrell, Corporation Council  
**FROM:** Maryann Bucci-Carter, PP, AICP, Supervising Planner   
**SUBJECT:** Liberty Harbor North Redevelopment Plan Amendment

Enclosed are the original Ordinance and supporting Documents for the amendment to Block 1 of the Liberty Harbor North Redevelopment Plan.

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT  
PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 1 OF  
THE REDEVELOPMENT PLAN**

This is being sent to be calendared on the June 9 Caucus Meeting and June 11 public JC Council meeting for First Reading.

This amendment has written support from the Van Vorst Street Neighborhood Association and recommendation for approval from the Planning Board.

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING STANDARDS RELATING TO BLOCK 1 OF THE REDEVELOPMENT PLAN**

The Liberty Harbor North Redevelopment Area is approximately bounded by Grand Street on the North, Jersey Avenue on the West, the Tidewater Basin to the South and Luis Munoz Marin Boulevard on the East.

This ordinance adopts amendments to the following redevelopment plan maps pertaining to Block 1 on:

- Regulating Plan: Heights
- Regulating Plan: Frontages
- Capacity Summery
- Intensity Summery

It also amends *Section VI. PARKING AND LOADING REQUIREMENTS*; to allow any unused garage parking to be made available to residents and businesses (including schools and hospitals) of the downtown JC neighborhood.

## **Proposed Amendment to the Liberty Harbor North Redevelopment Plan As Recommended by the Planning Board on May 6, 2014**

1. Amend the following maps as attached herein:
  - Regulating Plan: Heights
  - Regulating Plan: Frontages
  - Capacity Summery
  - Intensity Summery
2. Amend Section VI. PARKING AND LOADING REQUIREMENTS; Paragraph B. shall be amended to add an additional Bullet Point as follows:

B. Required parking may be located off-street and/or on-street. The construction of new streets and the creation of parking therein shall apply toward the parking requirement for that development.

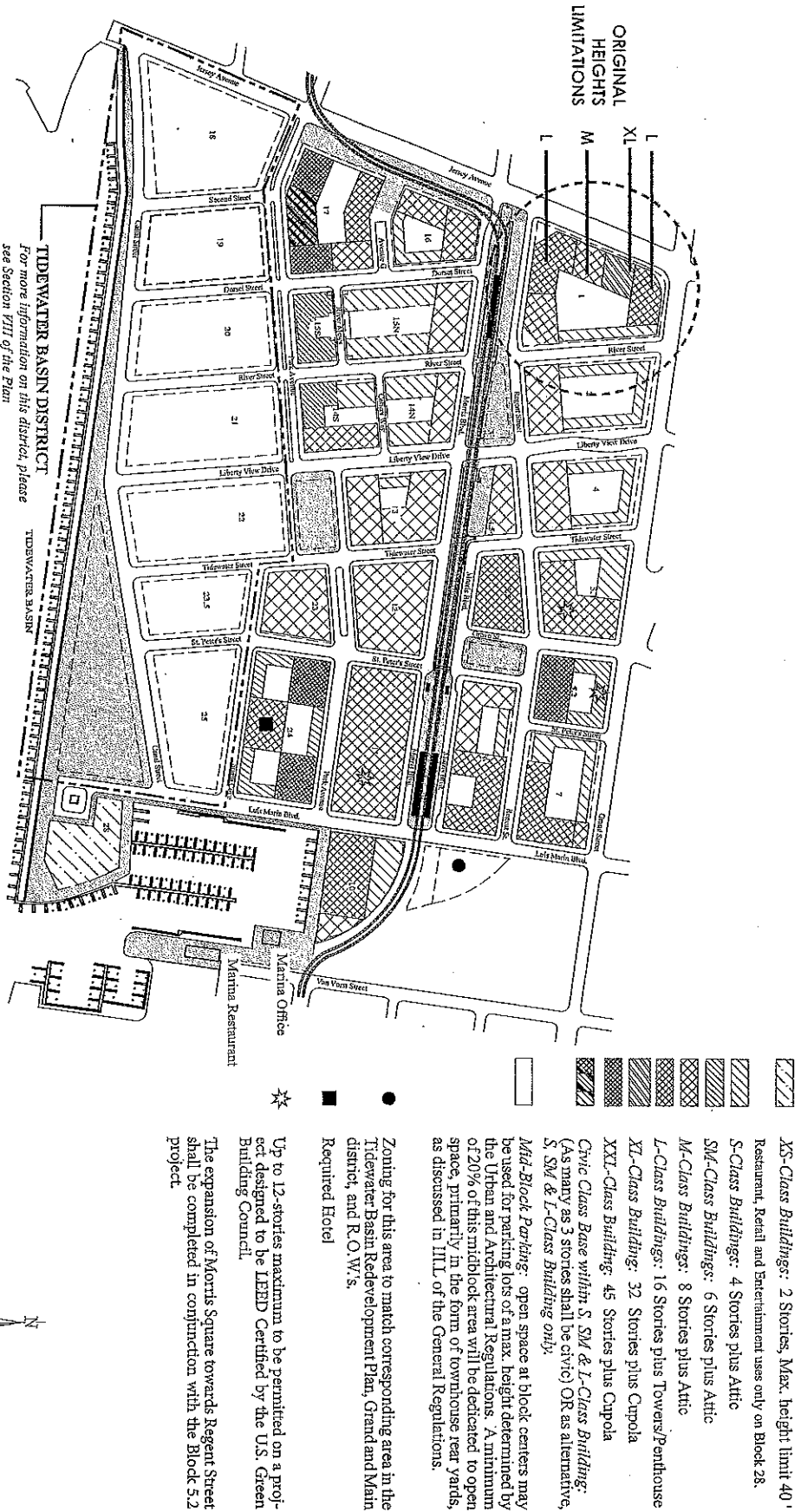
- Off-street parking shall be provided within a linear distance of 1000 ft. of the building that it serves.

- On-street parking shall be located on the same side of the street as the specific project and immediately adjacent to its frontage. Such parking may not be marked as dedicated to a particular use or building.

- ***Parking is required for the use of the residential occupants and commercial tenants. Any unused parking may be made available to residents and businesses (including Schools and Hospitals) of the downtown JC neighborhood.***

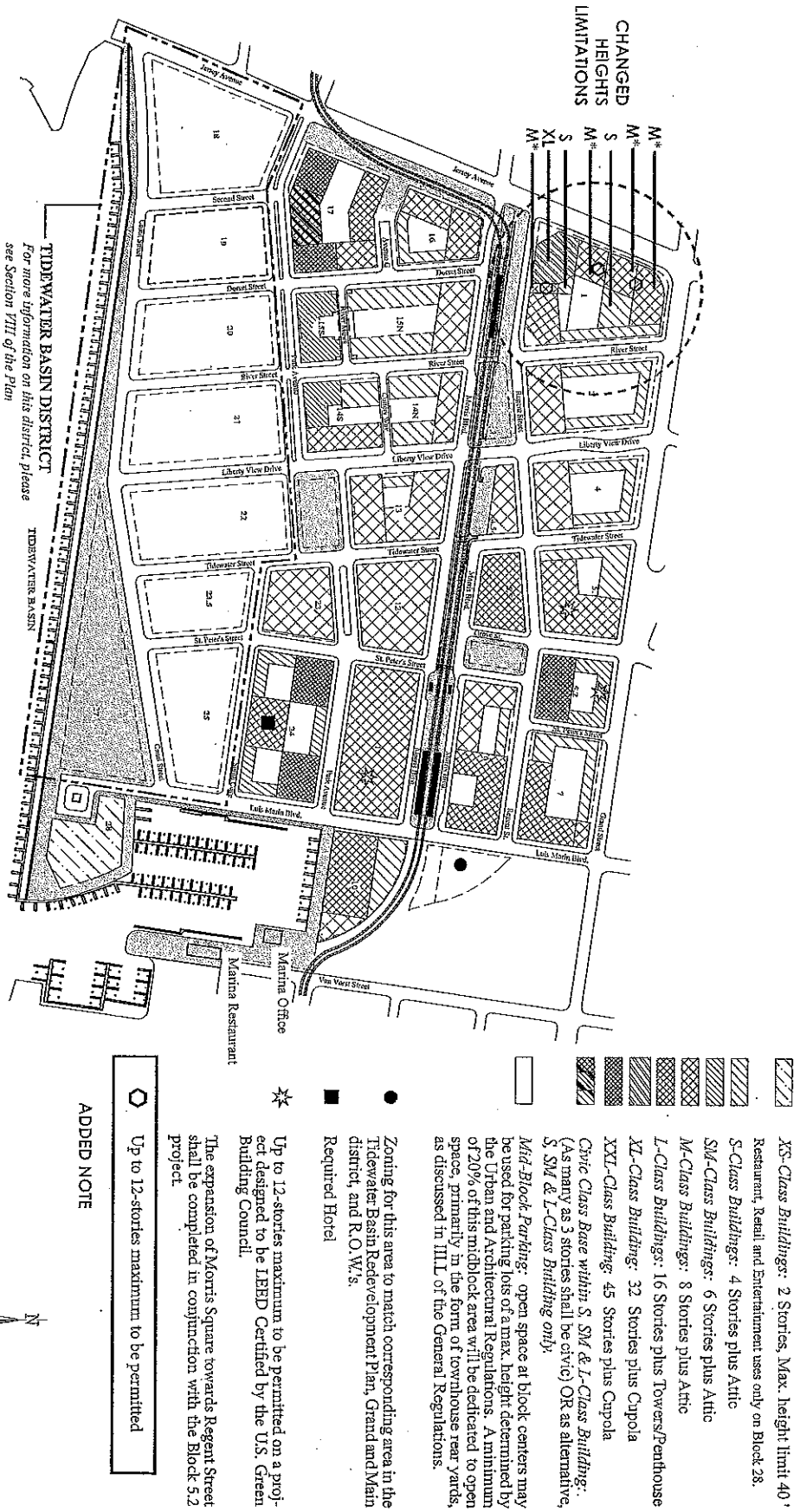
## ORIGINAL DOCUMENT

## REGULATING PLAN: HEIGHTS



## PROPOSED AMENDMENT

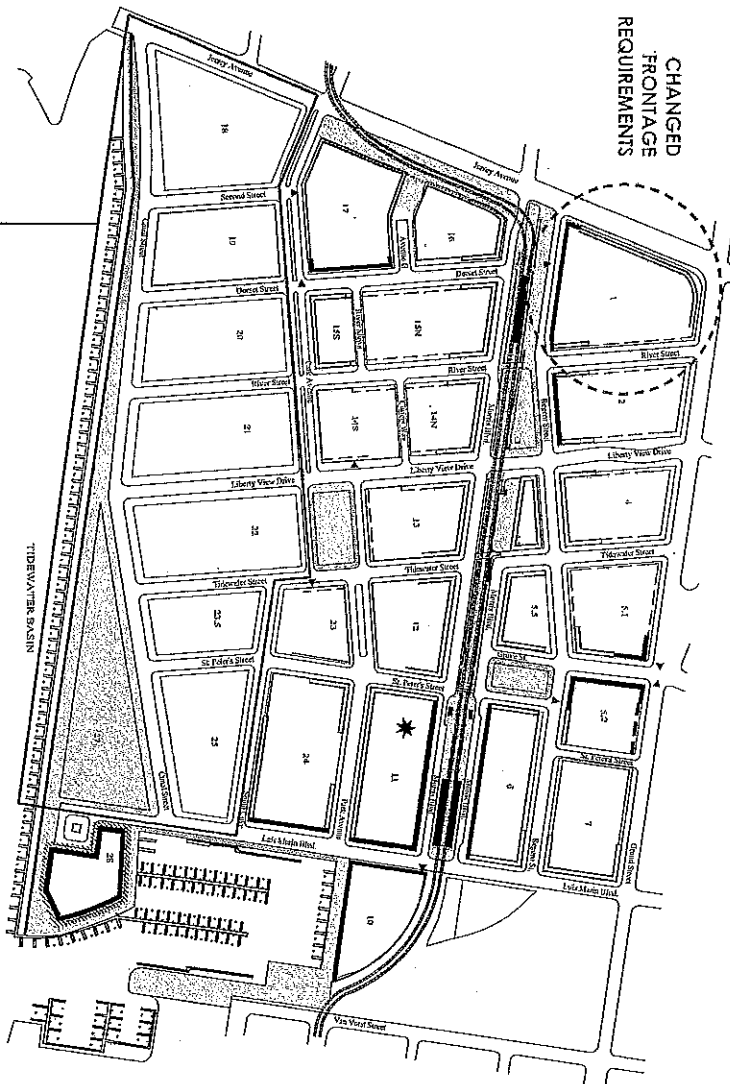
## REGULATING PLAN: HEIGHTS





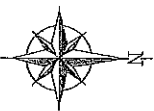
## PROPOSED AMENDMENT

## REGULATING PLAN: FRONTAGES

CHANGED  
FRONTAGE  
REQUIREMENTS

TIDEWATER BASIN DISTRICT  
For more information on this district, please  
see Section VIII of the Plan

- Property Line:** those lines designating precise property boundaries. (These lines are often obscured by Frontage Lines)
- Frontage Line:** where buildings must place their facades, as described in the Regulating Plan.
- B Frontage Line:** those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue B) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.
- Retail Frontage Required:** those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Martin Boulevard south of Morris Boulevard must face Martin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage or other destination-type retail compatible with entertainment use.
- Retail Frontage Optional:** those Frontage Lines designated on the Regulating Plan that are allowed to provide a shopfront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).
- Residential-Only Frontage Line:** those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.
- Arts and Crafts Frontage:** a one-story arcade required over full width of sidewalk.
- Terminated Vista:** a location at the actual termination of a thoroughfare. A building located at a terminated vista must receive the vista with an appropriately scaled articulation of the facade and/or poolina.
- \* NOTE: In addition to residential frontages identified on the this map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.
- An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on block 11.
- Residential Entry Sloop Frontage Line:** those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.
- Pedestrian Walkway 12' Wide:** In addition to sidewalk adjacent to light rail.





## LIBERTY HARBOR NORTH

## ORIGINAL DOCUMENT

## CAPACITY SUMMARY

## CAPACITY SUMMARY

| ORIGINAL<br>NUMBERS | Block #   | Maximum Allowable: |           |        | Housing in Units |        |       | OTHER USES |         |       |           |            | TOTAL<br>BUILDING<br>AREA |
|---------------------|-----------|--------------------|-----------|--------|------------------|--------|-------|------------|---------|-------|-----------|------------|---------------------------|
|                     |           | Linear             | Office    | Total  | Linear           | Office | Total | Retail     | School  | Hotel | Office**  | Garage     |                           |
| 1                   | 107,335   | 528,305            | 635,640   | Linear | Office           | Total  | 805   | 65,000     |         |       | 55,000    | 150,000    |                           |
| 2                   | 122,345   | 153,800            | 276,145   | 63     | 742              | 805    | 192   | 20,000     | 0       | 0     | 20,000    | 70,000     |                           |
| 3                   | 0         | 0                  | 0         | 72     | 110              | 192    | 0     | 0          | 0       | 0     | 0         | 0          |                           |
| 4                   | 103,250   | 163,800            | 267,050   | 0      | 0                | 0      | 0     | 0          | 0       | 0     | 30,000    | 70,000     |                           |
| 4.5                 | 0         | 119,547            | 119,547   | 61     | 117              | 178    | 85    | 15,000     | 0       | 0     | 15,000    | 35,000     |                           |
| 5.1                 | 144,000   | 392,000            | 536,000   | 85     | 280              | 365    | 365   | 15,000     | 40,000  | 0     | 23,625    | 90,000     |                           |
| 5.2                 | 0         | 770,000            | 770,000   | 0      | 550              | 550    | 550   | 15,000     | 0       | 0     | 0         | 200,000    |                           |
| 5.5                 | 0         | 229,817            | 230,000   | 0      | 300              | 300    | 300   | 30,000     | 0       | 0     | 30,000    | 70,000     |                           |
| 6                   | 187,000   | 252,000            | 439,000   | 110    | 180              | 290    | 290   | 45,000     | 0       | 0     | 40,000    | 135,000    |                           |
| 7                   | 100,000   | 367,000            | 467,000   | 88     | 262              | 350    | 350   | 20,000     | 0       | 0     | 20,000    | 150,000    |                           |
| 10                  | 0         | 0                  | 0         | 0      | 0                | 0      | 0     | 45,000     | 0       | 0     | 520,000   | 150,000    |                           |
| 11                  | 0         | 900,000            | 900,000   | 0      | 585              | 585    | 585   | 30,000     | 40,000  | 0     | 30,000    | 250,000    |                           |
| 12                  | 0         | 412,002            | 412,002   | 0      | 294              | 294    | 294   | 25,000     |         | 0     |           | 120,000    |                           |
| 13                  | 24,000    | 37,094             | 388,094   | 14     | 267              | 281    | 281   | 20,000     |         | 0     | 50,000    | 110,000    |                           |
| 14N                 | 30,988    | 162,215            | 183,113   | 18     | 116              | 134    | 134   | 8,000      |         | 0     |           | 54,000     |                           |
| 14S                 | 33,772    | 177,305            | 211,077   | 20     | 127              | 147    | 147   | 8,500      |         | 0     |           | 59,000     |                           |
| 15N                 | 105,550   | 180,647            | 286,197   | 62     | 129              | 191    | 191   | 14,000     |         | 0     |           | 100,000    |                           |
| 15S                 | 0         | 101,000            | 101,000   | 0      | 72               | 72     | 72    | 5,000      |         | 0     |           | 0          |                           |
| 16                  | 60,000    | 240,000            | 300,000   | 65     | 241              | 306    | 306   | 15,000     |         | 0     | 25,000    | 50,000     |                           |
| 17                  | 180,000   | 675,000            | 1,055,000 | 148    | 851              | 1,000  | 1,000 | 70,000     | 40,000  | 0     | 0         | 220,000    |                           |
| 23                  | 178,345   | 601,674            | 780,019   | 105    | 430              | 535    | 535   | 15,000     |         | 0     | 60,000    | 220,000    |                           |
| 24                  | 0         | 892,500            | 892,500   | 0      | 900              | 900    | 900   | 15,000     | 202,500 | 0     | 0         | 250,000    |                           |
| 28                  | 0         | 0                  | 0         | 0      | 0                | 0      | 0     | 85,000     |         | 0     | 0         | 0          |                           |
| Total               | 1,376,485 | 7,992,806          | 9,429,284 | 912    | 6,638            | 7,550  | 7,550 | 602,000    | 242,500 |       | 2,613,000 | 2,613,000  |                           |
|                     |           |                    |           |        |                  |        |       |            |         |       |           | 11,803,625 |                           |

Note: ATTENTION: These notes are an essential component of the requirements of this table.

- Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria, such that the maximums indicated in the above chart may not be practically available.
- By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
- The number of units is determined based upon an average unit size of 1,700 sf for line units, 1,400 sf for other units, except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above.
- If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per linear unit, 1,400 sf per other unit.
- \*Parking garages are not counted as a part of building area when they are contained within the building.
- \*\*The required hotel on block 24 shall contain a minimum of 160 rooms; and shall also contain a full service restaurant, bar and lounge area, retail services (including concierge & room service), meeting rooms & banquet rooms, fitness center and salon services.
- For the blocks located in the Tidewater District, refer to the Section VIII, Tidewater District Plan

## LIBERTY HARBOR NORTH

## PROPOSED AMENDMENT

## CAPACITY SUMMARY

## CAPACITY SUMMARY

| REVISSED<br>NUMBERS | Maximum Allowable: |               |           | HOUSING in Units |        |       | OTHER USES |        |         |         | TOTAL BUILDING AREA* |            |       |
|---------------------|--------------------|---------------|-----------|------------------|--------|-------|------------|--------|---------|---------|----------------------|------------|-------|
|                     | Block #            | HOUSING in SF |           | Total            | Linear |       | Total      | Retail | School  | Hotel   | Office**             | Garage     | AREA* |
|                     |                    | Linear        | Other     |                  | Other  | Total |            |        |         |         |                      |            |       |
|                     |                    |               |           |                  |        |       |            |        |         |         |                      |            |       |
| 1                   | 35,000             | 775,000       | 810,000   | 32               | 773    | 805   | 30,000     |        | 0       | 59,000  | 175,000              | 889,000    |       |
| 2                   | 122,345            | 153,500       | 275,845   | 72               | 110    | 182   | 20,000     |        | 0       | 20,000  | 70,000               | 305,000    |       |
| 3                   | 0                  | 0             | 0         |                  | 0      | 0     | 0          |        | 0       |         | 0                    | 0          |       |
| 4                   | 103,250            | 163,800       | 267,050   | 61               | 117    | 178   | 20,000     |        | 0       | 30,000  | 70,000               | 266,000    |       |
| 4.5                 | 0                  | 119,547       | 119,547   | 0                | 85     | 85    | 15,000     |        | 0       | 15,000  | 35,000               | 120,000    |       |
| 5.1                 | 144,000            | 392,000       | 536,000   | 85               | 280    | 365   | 15,000     |        | 40,000  | 23,625  | 90,000               | 704,625    |       |
| 5.2                 | 0                  | 770,000       | 770,000   | 0                | 550    | 550   | 15,000     |        |         | 0       | 200,000              | 688,000    |       |
| 5.5                 | 0                  | 228,817       | 228,817   | 0                | 300    | 300   | 30,000     |        | 0       | 30,000  | 70,000               | 308,000    |       |
| 6                   | 187,000            | 252,000       | 439,000   | 110              | 180    | 290   | 45,000     |        | 0       | 40,000  | 185,000              | 445,000    |       |
| 7                   | 100,000            | 387,000       | 487,000   | 88               | 282    | 370   | 20,000     |        | 0       | 20,000  | 150,000              | 467,000    |       |
| 10                  | 0                  | 0             | 0         | 0                | 0      | 0     | 45,000     |        | 0       | 520,000 | 150,000              | 625,000    |       |
| 11                  | 0                  | 900,000       | 900,000   | 0                | 585    | 585   | 30,000     |        | 0       | 30,000  | 250,000              | 1,175,000  |       |
| 12                  | 0                  | 412,002       | 412,002   | 0                | 294    | 294   | 25,000     |        | 0       | 30,000  | 120,000              | 459,000    |       |
| 13                  | 24,000             | 374,084       | 398,084   | 14               | 287    | 301   | 20,000     |        | 0       | 50,000  | 110,000              | 445,000    |       |
| 14N                 | 30,888             | 162,215       | 193,103   | 16               | 116    | 134   | 8,500      |        | 0       |         | 54,000               | 228,000    |       |
| 14S                 | 33,772             | 177,305       | 211,077   | 20               | 127    | 147   | 9,500      |        | 0       |         | 59,000               | 247,000    |       |
| 15N                 | 106,550            | 180,847       | 286,937   | 62               | 128    | 191   | 14,000     |        | 0       |         | 100,000              | 308,000    |       |
| 15S                 | 0                  | 101,000       | 101,000   | 0                | 72     | 72    | 5,000      |        | 0       |         | 0                    | 101,000    |       |
| 16                  | 80,000             | 240,000       | 320,000   | 85               | 241    | 326   | 15,000     |        | 0       |         | 50,000               | 320,000    |       |
| 17                  | 180,000            | 875,000       | 1,055,000 | 149              | 861    | 1,010 | 70,000     |        | 0       |         | 220,000              | 1,165,000  |       |
| 23                  | 178,345            | 501,674       | 780,019   | 105              | 430    | 535   | 15,000     |        | 0       | 60,000  | 220,000              | 1,070,000  |       |
| 24                  | 0                  | 992,500       | 992,500   | 0                | 500    | 500   | 15,000     |        | 0       |         | 250,000              | 1,210,000  |       |
| 28                  | 0                  | 0             | 0         | 0                | 0      | 0     | 85,000     |        | 0       | 0       | 0                    | 85,000     |       |
| Total               | 1,304,150          | 6,239,591     | 9,543,744 | 880              | 6,659  | 7,550 | 567,000    |        | 242,500 |         | 2,528,000            | 11,976,625 |       |

Note: ATTENTION: These notes are an essential component of the requirements of this table.

1. Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria, such that the maximums indicated in the above chart may not be practically available.
2. By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
3. The number of units is determined based upon an average unit size of 1,700 sf for the units, 1,400 sf for other units, except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above.
4. If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per linear unit, 1,400 sf per other unit.
5. \*Parking garages are not counted as a part of building area when they are contained within the building.
6. \*\*\*The required hotel on block 24 shall contain a minimum of 150 rooms; and shall also contain a full service restaurant, bar and lounge area, retail services (including concierge & room service), meeting rooms & banquet rooms, fitness center and salon services.
7. For the blocks located in the Tidewater District, refer to the Section VIII, Tidewater District Plan

## LIBERTY HARBOR NORTH

ORIGINAL DOCUMENT

## INTENSITY SUMMARY

## DENSITY SUMMARY

| Block Number     | Size in Square Feet |           | Size in Acres |       | Ratio | Max Housing |            | Max S.F.   | ALL USES |     | Units/Acre |       | FAR   |       |
|------------------|---------------------|-----------|---------------|-------|-------|-------------|------------|------------|----------|-----|------------|-------|-------|-------|
|                  | Gross               | Net       | Gross         | Net   |       | #/Units     | Total S.F. |            | Gross    | Net | Gross      | Net   | Gross | Net   |
| ORIGINAL NUMBERS |                     |           |               |       |       |             |            |            |          |     |            |       |       |       |
| 1                | 153,052             | 112,555   | 4.20          | 2.58  | 1.53  | 85          | 635,640    | 725,000    | 191      | 312 | 3.95       | 3.95  | 6.44  | 1     |
| 2                | 113,775             | 71,320    | 2.61          | 1.64  | 1.50  | 162         | 276,145    | 305,000    | 70       | 111 | 2.68       | 2.68  | 4.28  | 2     |
| 3                | 30,375              | 11,543    | 0.70          | 0.28  | 2.63  | 0           | 0          | 0          | 0        | 0   | 0.00       | 0.00  | 0.00  | 3     |
| 4                | 97,216              | 58,590    | 2.23          | 1.35  | 1.96  | 178         | 267,050    | 285,000    | 80       | 132 | 2.93       | 2.93  | 4.86  | 4     |
| 4.5              | 46,878              | 13,283    | 1.08          | 0.30  | 3.54  | 85          | 119,547    | 120,000    | 78       | 280 | 2.55       | 2.55  | 5.03  | 4.5   |
| 5.1              | 94,148              | 58,343    | 2.16          | 1.29  | 1.67  | 365         | 536,000    | 704,625    | 169      | 262 | 7.48       | 7.48  | 12.51 | 5.1   |
| 5.2              | 66,446              | 38,790    | 1.53          | 0.89  | 1.71  | 580         | 770,000    | 985,000    | 361      | 615 | 14.82      | 14.82 | 25.40 | 5.2   |
| 5.5              | 56,482              | 28,213    | 1.30          | 0.65  | 2.00  | 300         | 300,000    | 300,000    | 231      | 463 | 5.31       | 5.31  | 10.53 | 5.5   |
| 6                | 154,176             | 67,064    | 3.54          | 1.54  | 2.30  | 280         | 439,000    | 445,000    | 82       | 188 | 2.89       | 2.89  | 6.64  | 6     |
| 7                | 96,408              | 64,260    | 2.21          | 1.48  | 1.50  | 350         | 467,000    | 467,000    | 158      | 237 | 4.84       | 4.84  | 7.27  | 7     |
| 10               | 133,286             | 52,904    | 3.06          | 1.21  | 2.52  | 0           | 0          | 625,000    | 0        | 0   | 4.69       | 4.69  | 11.81 | 10    |
| 11               | 140,890             | 77,834    | 3.23          | 1.79  | 1.81  | 585         | 900,000    | 1,175,000  | 181      | 327 | 8.35       | 8.35  | 15.10 | 11    |
| 12               | 102,917             | 54,029    | 2.36          | 1.24  | 1.90  | 284         | 412,000    | 480,000    | 125      | 237 | 4.75       | 4.75  | 9.07  | 12    |
| 13               | 120,381             | 55,067    | 2.76          | 1.26  | 2.19  | 281         | 398,094    | 445,000    | 102      | 223 | 3.70       | 3.70  | 8.08  | 13    |
| 14N              | 75,958              | 39,310    | 1.74          | 0.90  | 1.93  | 134         | 183,113    | 226,000    | 77       | 149 | 2.98       | 2.98  | 5.75  | 14N   |
| 14S              | 72,865              | 43,459    | 1.67          | 1.00  | 1.68  | 147         | 211,077    | 247,000    | 88       | 147 | 3.36       | 3.36  | 6.68  | 14S   |
| 15N              | 115,540             | 71,082    | 2.65          | 1.63  | 1.63  | 191         | 296,197    | 308,000    | 72       | 117 | 2.67       | 2.67  | 4.33  | 15N   |
| 15S              | 44,269              | 23,087    | 1.02          | 0.53  | 1.92  | 72          | 101,000    | 101,000    | 71       | 136 | 2.28       | 2.28  | 4.37  | 15S   |
| 16               | 101,283             | 47,253    | 2.33          | 1.08  | 2.14  | 305         | 300,000    | 320,000    | 132      | 222 | 3.16       | 3.16  | 6.77  | 16    |
| 17               | 114,544             | 82,704    | 2.63          | 1.90  | 1.38  | 1000        | 1,055,000  | 1,165,000  | 380      | 527 | 10.17      | 10.17 | 14.09 | 17    |
| 23               | 65,817              | 35,883    | 1.51          | 0.82  | 1.83  | 535         | 780,019    | 1,070,000  | 354      | 649 | 16.25      | 16.25 | 29.81 | 23    |
| 24               | 154,383             | 97,090    | 3.54          | 2.23  | 1.69  | 800         | 982,500    | 1,210,000  | 254      | 404 | 7.84       | 7.84  | 12.46 | 24    |
| 28               | 88,227              | 40,080    | 1.98          | 0.92  | 2.15  | 0           | 0          | 85,000     | 0        | 0   | 0.99       | 0.99  | 2.12  | 28    |
| Total            | 2,267,239           | 1,241,772 | 52.05         | 28.51 | 1.83  | 7,550       | 9,439,384  | 11,803,625 | 145      | 265 | 5.21       | 5.21  | 9.51  | Total |

## COMPOSITION OF SITE AREA

| AREAS               | Sq. Feet  | Acres | Percentage |
|---------------------|-----------|-------|------------|
| Open Space          | 196,792   | 4.29  | 5.25%      |
| Street ROW          | 1,010,034 | 23.19 | 28.38%     |
| Transit ROW         | 113,720   | 2.61  | 3.19%      |
| Walkway (30')       | 115,134   | 2.64  | 3.24%      |
| Private Water       | 201,188   | 4.62  | 5.65%      |
| Civic Buildings     | 181,806   | 4.17  | 5.11%      |
| All Other Buildings | 1,750,790 | 40.19 | 49.19%     |
| TOTAL               | 3,559,504 | 81.71 | 100.00%    |

## LIBERTY HARBOR NORTH

## PROPOSED AMENDMENT INTENSITY SUMMARY

## DENSITY SUMMARY

| Block Number | Size in Square Feet |           | Size in Acres |       | Ratio | Max Housing |            | Max S.F.   | Units/Acre |     | FAR   |
|--------------|---------------------|-----------|---------------|-------|-------|-------------|------------|------------|------------|-----|-------|
|              | Gross               | Net       | Gross         | Net   |       | #Units      | Total S.F. |            | Gross      | Net |       |
| 1            | 183,082             | 112,585   | 4.20          | 2.58  | 1.83  | 805         | 610,000    | 688,000    | 150        | 312 | 4.90  |
| 2            | 113,775             | 71,320    | 2.61          | 1.64  | 1.60  | 182         | 276,145    | 305,000    | 70         | 111 | 2.68  |
| 3            | 30,375              | 11,545    | 0.70          | 0.26  | 2.63  | 0           | 0          | 0          | 0          | 0   | 0.00  |
| 4            | 87,216              | 58,560    | 2.23          | 1.35  | 1.66  | 178         | 267,050    | 285,000    | 80         | 132 | 2.83  |
| 4.5          | 46,878              | 13,283    | 1.08          | 0.30  | 3.54  | 85          | 119,547    | 120,000    | 79         | 280 | 2.55  |
| 5.1          | 84,148              | 56,543    | 2.16          | 1.29  | 1.67  | 365         | 536,000    | 704,025    | 169        | 282 | 7.48  |
| 5.2          | 66,446              | 38,780    | 1.53          | 0.89  | 1.71  | 550         | 770,000    | 985,000    | 361        | 618 | 14.92 |
| 5.5          | 56,492              | 28,213    | 1.30          | 0.65  | 2.00  | 300         | 300,000    | 300,000    | 231        | 463 | 5.31  |
| 6            | 154,176             | 87,094    | 3.54          | 1.54  | 2.30  | 290         | 438,000    | 445,000    | 82         | 186 | 2.89  |
| 7            | 89,406              | 64,260    | 2.21          | 1.48  | 1.50  | 350         | 457,000    | 467,000    | 158        | 237 | 4.84  |
| 10           | 133,258             | 52,504    | 3.06          | 1.21  | 2.52  | 0           | 0          | 625,000    | 0          | 0   | 4.89  |
| 11           | 140,650             | 77,834    | 3.23          | 1.79  | 1.81  | 585         | 900,000    | 1,175,000  | 181        | 327 | 8.36  |
| 12           | 102,917             | 54,028    | 2.36          | 1.24  | 1.90  | 284         | 412,002    | 490,000    | 125        | 237 | 4.76  |
| 13           | 120,381             | 55,087    | 2.78          | 1.26  | 2.19  | 281         | 398,094    | 445,000    | 102        | 223 | 3.79  |
| 14N          | 75,558              | 39,310    | 1.74          | 0.90  | 1.93  | 134         | 193,115    | 226,000    | 77         | 149 | 2.98  |
| 14S          | 72,895              | 43,458    | 1.67          | 1.00  | 1.68  | 147         | 211,077    | 247,000    | 88         | 147 | 3.39  |
| 15N          | 115,540             | 71,062    | 2.65          | 1.63  | 1.63  | 191         | 286,197    | 308,000    | 72         | 117 | 2.67  |
| 15S          | 44,269              | 23,097    | 1.02          | 0.63  | 1.92  | 72          | 101,000    | 101,000    | 71         | 136 | 2.29  |
| 16           | 101,288             | 47,253    | 2.33          | 1.08  | 2.14  | 305         | 390,000    | 320,000    | 132        | 282 | 3.18  |
| 17           | 114,544             | 62,704    | 2.63          | 1.90  | 1.38  | 1,000       | 1,055,000  | 1,165,000  | 380        | 527 | 10.17 |
| 23           | 65,817              | 35,893    | 1.51          | 0.82  | 1.83  | 535         | 780,019    | 1,070,000  | 354        | 649 | 16.26 |
| 24           | 154,383             | 97,090    | 3.54          | 2.23  | 1.59  | 900         | 892,500    | 1,210,000  | 254        | 404 | 7.84  |
| 28           | 86,227              | 40,080    | 1.98          | 0.92  | 2.15  | 0           | 0          | 85,000     | 0          | 0   | 0.99  |
| Total        | 2,267,239           | 1,241,772 | 52.05         | 28.51 | 1.83  | 7,550       | 8,613,744  | 11,976,625 | 145        | 295 | 5.28  |
|              |                     |           |               |       |       |             |            |            |            |     | 9.64  |

## COMPOSITION OF SITE AREA

| AREAS               | Sq. Feet  | Acres | Percentage |
|---------------------|-----------|-------|------------|
| Open Space          | 188,792   | 4.29  | 5.25%      |
| Street ROW          | 1,010,034 | 23.19 | 28.38%     |
| Transit ROW         | 113,720   | 2.61  | 3.19%      |
| Walkway (30')       | 115,184   | 2.64  | 3.24%      |
| Private Water       | 201,188   | 4.62  | 5.65%      |
| Civic Buildings     | 181,806   | 4.17  | 5.11%      |
| All Other Buildings | 1,750,780 | 40.19 | 49.19%     |
| TOTAL               | 3,569,504 | 81.71 | 100.00%    |

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**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**



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**Memorandum**

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**DATE:** May 27, 2014

**TO:** Rolando Lavarro, Council President  
Member of the Municipal Council

**FROM:** Robert D. Cotter, PP, FAICP; Planning Director  
Maryann Bucci-Carter, PP, AICP; Supervising Planner

**SUBJECT:** **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF  
JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR  
NORTH REDEVELOPMENT PLAN TO AMEND THE REGULATING  
STANDARDS RELATING TO BLOCK 1 OF THE REDEVELOPMENT  
PLAN**

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Block 1 of the Redevelopment Plan is also identified as Tax Block 14002 (See Tax Map printed on Fact Sheet.) This block will contain multiple buildings. Townhouses along River Street and a mid-rise building at the corner of Regent and River Streets are currently under construction.

As the mid-rise building at the intersection of Regent Street and Jersey Avenue was being designed, it became clear that it would be beneficial for the developer and the City to redesign the plan for that block. The benefits of this change are as follows:

1. The next building to be built will be a mid-rise building. Relocating this building to Grand Street from Regent Street will finish off the Grand Street frontage by extending the urban building street wall to Jersey Avenue.
2. Eliminate the temporary trailer structure on the corner of Grand Street and Jersey Avenue.
3. Create a better gateway to the downtown neighborhoods.
4. The Van Vorst Neighborhood Association supports this change and further requested that the new Grand Street building be lowered from 16 stories to 12 Stories, which was incorporated into this amendment proposal.
5. Views from the tower building were improved due to its relocation.
6. The tower building will now be located immediately adjacent to the Jersey Avenue Light Rail Station.

The block re-design also accommodates a larger ground floor of retail with three stories of commercial use above it. This upper floor space is uniquely suited for hospital support and medical usage in addition to general office/commercial functions. This custom design feature will slightly increase the building square footage permitted by the plan, however, the amount of residential units permitted will not increase.

This amendment also clarifies that any unused parking within the plan area may be made available to residents and businesses (including Schools and Hospitals) of the downtown Jersey City neighborhoods

We feel this amendment responds to the particular needs of this area and that it will benefit the new community as well as the surrounding neighborhoods and businesses.

# JERSEY CITY

DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE  
DIVISION OF CITY PLANNING



ROBERT D. COTTER, PP, FAICP  
PLANNING DIRECTOR

STEVEN M. FULOP, MAYOR  
ANTHONY CRUZ, DIRECTOR

May 27, 2014

**Massiel Ferrara, PP, AICP, Director**  
Hudson County Division of Planning  
595 County Ave.  
Meadowview Campus, Building 1, Floor 2  
Secaucus, NJ 07094

Via Certified Mail

Re: Amendments to the Liberty Harbor North Redevelopment Plan to change the Tower location on Block 1 and make other minor alterations to the Block Regulating Plans and Parking requirements of the redevelopment plan

Dear Ms. Ferrara:

Please be advised that at its regularly scheduled meeting of June 11, 2014 the Jersey City Municipal Council will introduce an ordinance to amend the Liberty Harbor North Redevelopment Plan as described above..

Also, at its regularly scheduled meeting of June 25, 2014 the Jersey City Municipal Council will hold a public hearing to consider adoption of the above amendment at second reading. This meeting is open to the public and is scheduled to convene at 6:00 PM in the City Hall Council Chambers, 2nd floor, located at 280 Grove Street, Jersey City, NJ.

Formal action may be taken. Copy of the proposed amendment is enclosed.

Sincerely,

Maryann Bucci-Carter, PP, AICP  
Supervising Planner

Enclosure

C: Robert Byrne, City Clerk (without enclosure)

RECEIVED  
2014 MAY 27 P 2:27  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

## **Proposed Amendment to the Liberty Harbor North Redevelopment Plan As Recommended by the Planning Board on May 6, 2014**

1. Amend the following maps as attached herein:
  - Regulating Plan: Heights
  - Regulating Plan: Frontages
  - Capacity Summery
  - Intensity Summery
2. Amend Section VI. PARKING AND LOADING REQUIREMENTS; Paragraph B. shall be amended to add an additional Bullet Point as follows:

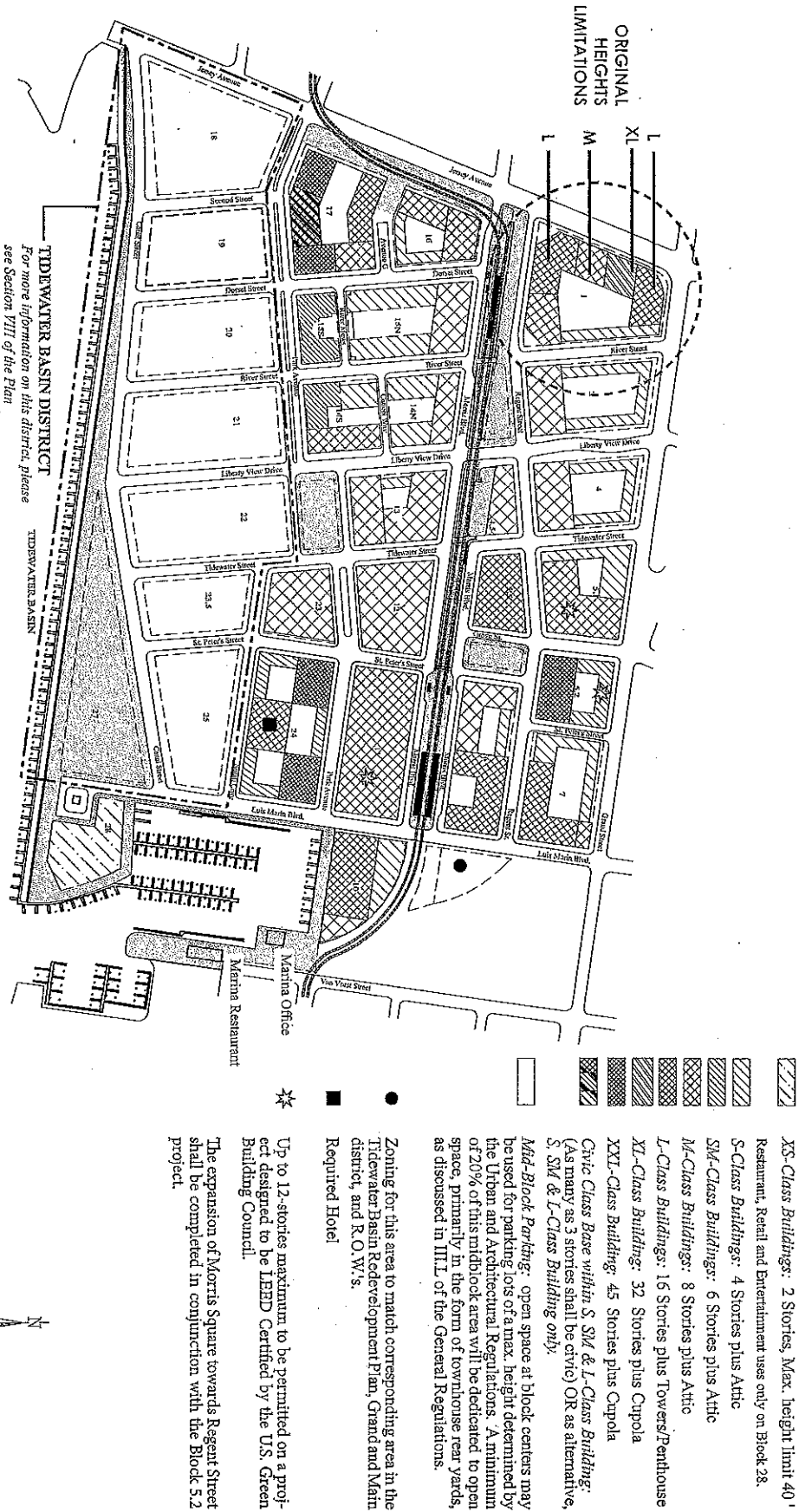
B. Required parking may be located off-street and/or on-street. The construction of new streets and the creation of parking therein shall apply toward the parking requirement for that development.

- Off-street parking shall be provided within a linear distance of 1000 ft. of the building that it serves.
- On-street parking shall be located on the same side of the street as the specific project and immediately adjacent to its frontage. Such parking may not be marked as dedicated to a particular use or building.

***• Parking is required for the use of the residential occupants and commercial tenants. Any unused parking may be made available to residents and businesses (including Schools and Hospitals) of the downtown JC neighborhood.***

## ORIGINAL DOCUMENT

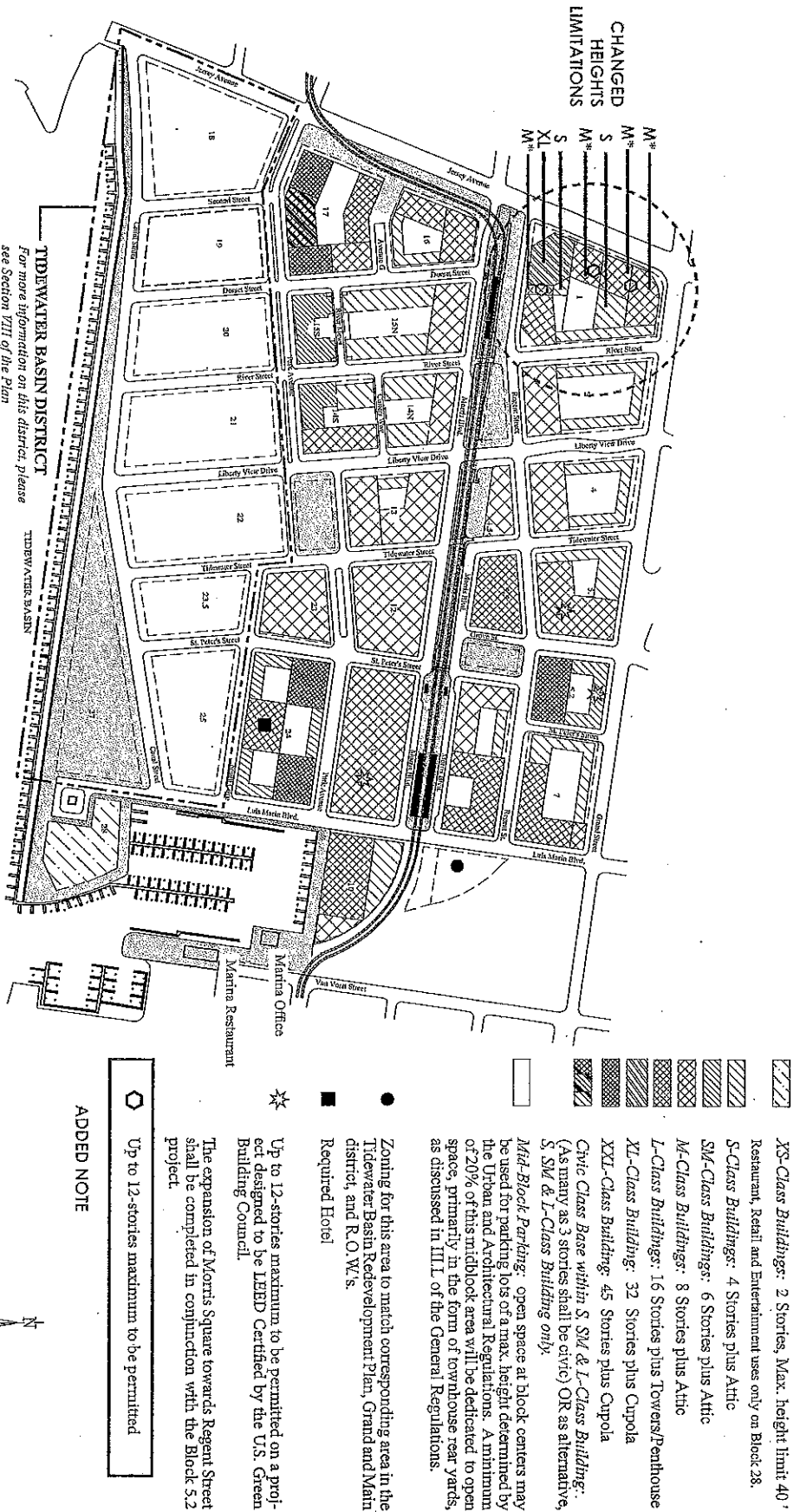
## REGULATING PLAN: HEIGHTS





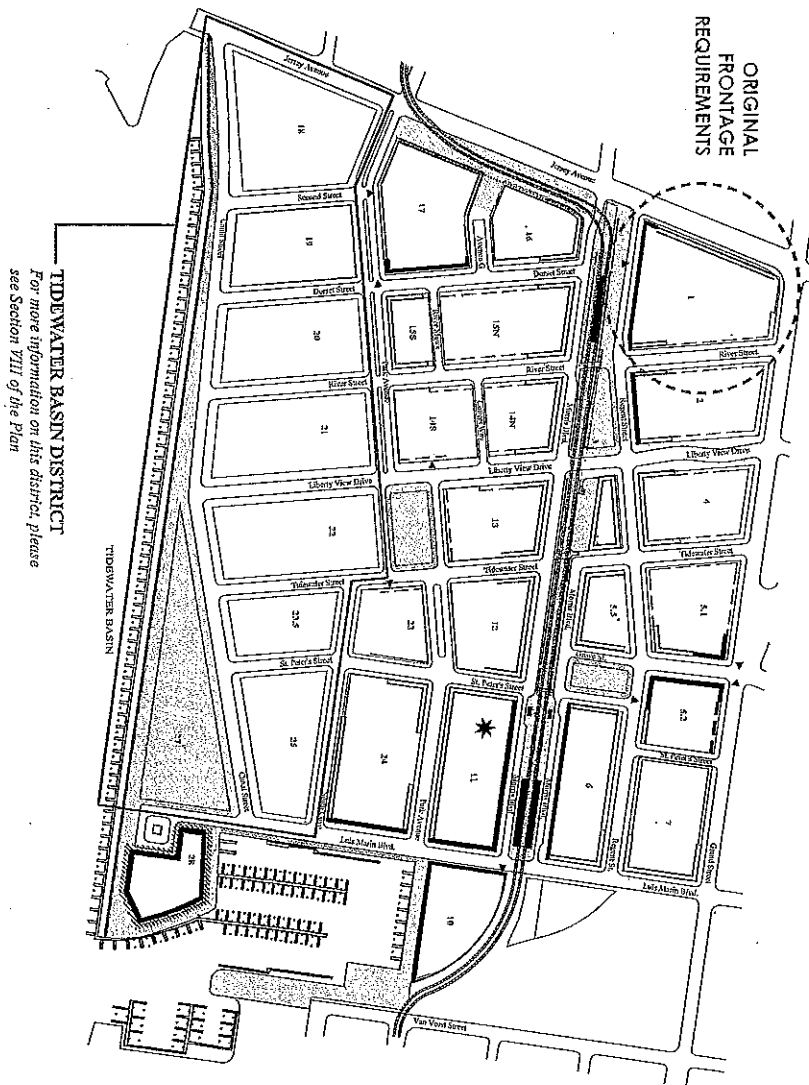
## PROPOSED AMENDMENT

## REGULATING PLAN: HEIGHTS



## ORIGINAL DOCUMENT

## REGULATING PLAN: FRONTAGES

ORIGINAL  
FRONTAGE  
REQUIREMENTS

TIDEWATER BASIN DISTRICT  
For more information on this district, please  
see Section VIII of the Plan

**Property Line:** those lines designating private property boundaries. (These lines are often obscured by Frontage Lines)

**Frontage Line:** where buildings must place their facades, as described in the Regulating Plan.

**B Frontage Line:** those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue B) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.

**Retail Frontage Required:** those Frontage Lines designated on the Regulating Plan that are required to provide storefront making the ground level available for retail use as described in the Use Standards. Buildings on Martin Boulevard south of Morris Boulevard must face Martin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontages, or other destination-type retail compatible with entertainment use.

**Retail Frontage Optional:** those Frontage Lines designated on the Regulating Plan that are allowed to provide storefront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).

**Residential-Only Frontage Line:** those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.

**Arcade Frontage:** some-story-permitted overfull width sidewalk.

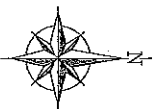
**Terminated Vista:** a location at the axial termination of a thoroughfare. A building located at a terminated vista must receive the site with an appropriately scaled articulation of the facade and/or roofline.

**\* NOTE:** In addition to residential frontages identified on the map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.

An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11.

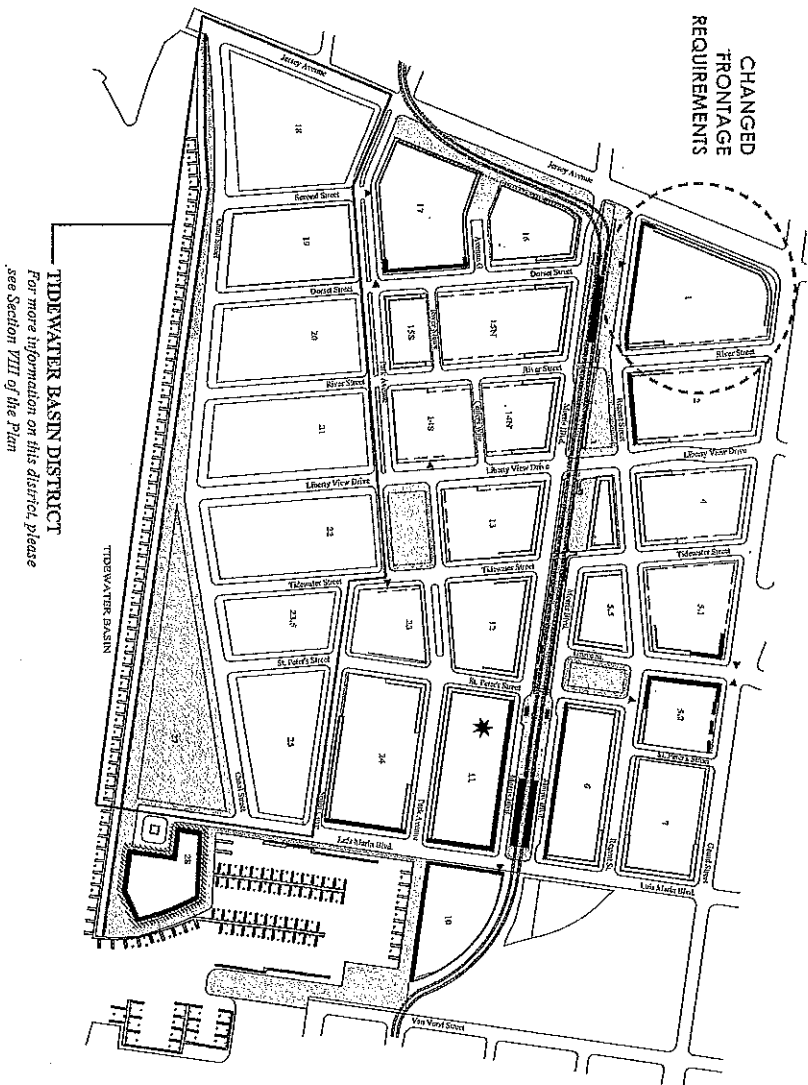
**Residential Entry Stoop Frontage Line:** those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.

**Pedestrian Walkway 12' Wide:** In addition to sidewalk adjacent to light rail.



## PROPOSED AMENDMENT

## REGULATING PLAN: FRONTAGES

CHANGED  
FRONTAGE  
REQUIREMENTS

TIDEWATER BASIN DISTRICT  
For more information on this district, please  
see Section VIII of the Plan

- Property Line:** those lines designating private property boundaries. (These lines are often obscured by Frontage Lines)
- Frontage Line:** where buildings must place their facades, as described in the Regulating Plan.
- B Frontage Line:** those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue B) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind inhabitable buildings.
- Retail Frontage Requirement:** those Frontage Lines designated on the Regulating Plan that are required to provide a storefront making the ground level available for retail uses as described in the Use Standards. Buildings on Martin Boulevard south of Morris Boulevard must face Martin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.
- Retail Frontage Optional:** those Frontage Lines designated on the Regulating Plan that are allowed to provide a storefront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).
- Residential-Only Frontage Line:** those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.
- Arcade Frontage:** some storefronts required over full width of sidewalk.
- Terminated Vista:** a location at the radial termination of a thoroughfare. A building located at a terminated vista must receive the axis with an appropriately scaled articulation of the facade and/or profile.
- \* **NOTE:** In addition to residential frontages identified on this map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.
- An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11.
- Residential Entry Sloop Frontage Line:** those Frontage Lines designated on the Regulating Plan that require individual residential private entry scoops appropriately scaled and articulated along the facade.
- Pedestrian Walkway 12' Wide:** In addition to sidewalk adjacent to light rail.



## LIBERTY HARBOR NORTH

## ORIGINAL DOCUMENT

## CAPACITY SUMMARY

## CAPACITY SUMMARY

| ORIGINAL<br>NUMBERS | Maximum Allowable: |           |           | HOUSING in Units |        |       | OTHER USES |         |        |       | TOTAL<br>BUILDING AREA |           |            |
|---------------------|--------------------|-----------|-----------|------------------|--------|-------|------------|---------|--------|-------|------------------------|-----------|------------|
|                     | Block #            | Linear    | Other     | Total            | Linear | Other | Total      | Retail  | School | Hotel | Office**               | Garage    | AREA       |
| 1                   | 107,333            | 528,306   | 635,640   | 63               | 742    | 805   | 66,000     | 0       | 0      | 0     | 55,000                 | 150,000   | 725,000    |
| 2                   | 122,546            | 193,800   | 276,146   | 72               | 110    | 182   | 20,000     | 0       | 0      | 0     | 20,000                 | 70,000    | 305,000    |
| 3                   | 0                  | 0         | 0         | 0                | 0      | 0     | 0          | 0       | 0      | 0     | 0                      | 0         | 0          |
| 4                   | 103,250            | 163,800   | 267,050   | 61               | 117    | 178   | 20,000     | 0       | 0      | 0     | 30,000                 | 70,000    | 285,000    |
| 4.5                 | 0                  | 118,547   | 118,547   | 0                | 85     | 85    | 15,000     | 0       | 0      | 0     | 15,000                 | 35,000    | 120,000    |
| 5.1                 | 144,000            | 382,000   | 526,000   | 85               | 280    | 365   | 15,000     | 40,000  | 0      | 0     | 23,625                 | 90,000    | 704,625    |
| 5.2                 | 0                  | 770,000   | 770,000   | 0                | 550    | 550   | 15,000     | 0       | 0      | 0     | 0                      | 200,000   | 985,000    |
| 5.5                 | 0                  | 228,317   | 300,000   | 0                | 300    | 300   | 30,000     | 0       | 0      | 0     | 30,000                 | 70,000    | 300,000    |
| 6                   | 187,000            | 252,000   | 439,000   | 110              | 190    | 300   | 45,000     | 0       | 0      | 0     | 40,000                 | 185,000   | 445,000    |
| 7                   | 100,000            | 367,000   | 467,000   | 88               | 262    | 350   | 20,000     | 0       | 0      | 0     | 20,000                 | 150,000   | 467,000    |
| 10                  | 0                  | 0         | 0         | 0                | 0      | 0     | 45,000     | 0       | 0      | 0     | 520,000                | 150,000   | 625,000    |
| 11                  | 0                  | 800,000   | 800,000   | 0                | 585    | 585   | 30,000     | 0       | 0      | 0     | 30,000                 | 250,000   | 1,175,000  |
| 12                  | 0                  | 412,002   | 412,002   | 0                | 294    | 294   | 25,000     | 40,000  | 0      | 0     | 30,000                 | 120,000   | 490,000    |
| 13                  | 24,000             | 374,064   | 398,064   | 14               | 267    | 281   | 20,000     | 0       | 0      | 0     | 50,000                 | 110,000   | 445,000    |
| 14N                 | 30,888             | 162,215   | 193,113   | 18               | 116    | 134   | 8,500      | 0       | 0      | 0     | 0                      | 54,000    | 226,000    |
| 14S                 | 33,772             | 177,805   | 211,077   | 20               | 127    | 147   | 9,500      | 0       | 0      | 0     | 0                      | 58,000    | 247,000    |
| 15N                 | 105,550            | 180,647   | 286,197   | 82               | 128    | 191   | 14,000     | 0       | 0      | 0     | 0                      | 100,000   | 306,000    |
| 15S                 | 0                  | 101,000   | 101,000   | 0                | 72     | 72    | 5,000      | 0       | 0      | 0     | 0                      | 0         | 101,000    |
| 16                  | 60,000             | 240,000   | 300,000   | 65               | 241    | 306   | 15,000     | 0       | 0      | 0     | 25,000                 | 50,000    | 320,000    |
| 17                  | 180,000            | 375,000   | 1,055,000 | 148              | 851    | 1,000 | 70,000     | 40,000  | 0      | 0     | 0                      | 220,000   | 1,165,000  |
| 23                  | 176,345            | 691,674   | 790,016   | 105              | 430    | 535   | 15,000     | 0       | 0      | 0     | 60,000                 | 220,000   | 1,070,000  |
| 24                  | 0                  | 992,500   | 992,500   | 0                | 900    | 900   | 15,000     | 202,500 | 0      | 0     | 0                      | 250,000   | 1,210,000  |
| 28                  | 0                  | 0         | 0         | 0                | 0      | 0     | 85,000     | 0       | 0      | 0     | 0                      | 0         | 85,000     |
| Total               | 1,376,485          | 7,982,808 | 9,439,384 | 912              | 6,638  | 7,550 | 602,000    | 242,500 |        |       |                        | 2,613,000 | 11,803,625 |

Note: ATTENTION: These notes are an essential component of the requirements of this table.

1. Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria; such that the maximums indicated in the above chart may not be practically available.
2. By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
3. The number of units is determined based upon an average unit size of 1,700 sf for line units, 1,400 sf for other units; except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above.
4. If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per line unit, 1,400 sf per other unit.
5. Parking garages are not counted as a part of building area when they are contained within the building.
6. \*\*\*The required hotel on block 24 shall contain a minimum of 150 rooms; and shall also contain a full service restaurant, bar and lounge area, retail services (including congregate & room services), meeting rooms & banquet rooms, fitness center and salon services.
7. For the blocks located in the Tidewater District, refer to the Section VIII. Tidewater District Plan

## LIBERTY HARBOR NORTH

## PROPOSED AMENDMENT

## CAPACITY SUMMARY

## CAPACITY SUMMARY

| REVISED<br>NUMBERS | Maximum Allowable: |           |           | HOUSING IN UNITS |       |       | OTHER USES |        |         |          |           | TOTAL<br>BUILDING<br>AREA* |
|--------------------|--------------------|-----------|-----------|------------------|-------|-------|------------|--------|---------|----------|-----------|----------------------------|
|                    | Block #            | Linear    | Other     | Linear           | Other | Total | Retail     | School | Hotel   | Office** | Garage    |                            |
| 1                  | 1                  | 35,000    | 775,800   | 810,800          | 32    | 773   | 30,000     |        | 0       | 58,000   | 175,000   | 889,000                    |
| 2                  | 2                  | 122,345   | 168,800   | 270,145          | 72    | 110   | 20,000     |        | 0       | 20,000   | 70,000    | 305,000                    |
| 3                  | 3                  | 0         | 0         | 0                | 0     | 0     | 0          |        | 0       | 0        | 0         | 0                          |
| 4                  | 4                  | 103,250   | 163,800   | 267,050          | 61    | 117   | 20,000     |        | 0       | 30,000   | 70,000    | 285,000                    |
| 4.5                | 4.5                | 0         | 118,547   | 118,547          | 0     | 85    | 15,000     |        | 0       | 15,000   | 35,000    | 120,000                    |
| 5.1                | 5.1                | 144,000   | 392,000   | 536,000          | 65    | 280   | 15,000     |        | 40,000  | 23,625   | 90,000    | 704,625                    |
| 5.2                | 5.2                | 0         | 770,000   | 770,000          | 0     | 590   | 15,000     |        | 0       | 0        | 200,000   | 885,000                    |
| 5.5                | 5.5                | 0         | 228,917   | 300,000          | 0     | 300   | 30,000     |        | 0       | 30,000   | 70,000    | 300,000                    |
| 6                  | 6                  | 187,000   | 252,000   | 439,000          | 110   | 180   | 45,000     |        | 0       | 40,000   | 185,000   | 445,000                    |
| 7                  | 7                  | 100,000   | 367,000   | 467,000          | 88    | 262   | 20,000     |        | 0       | 20,000   | 150,000   | 467,000                    |
| 10                 | 10                 | 0         | 0         | 0                | 0     | 0     | 45,000     |        | 0       | 520,000  | 150,000   | 825,000                    |
| 11                 | 11                 | 0         | 900,000   | 900,000          | 0     | 585   | 30,000     |        | 0       | 30,000   | 260,000   | 1,175,000                  |
| 12                 | 12                 | 0         | 412,002   | 412,002          | 0     | 294   | 25,000     |        | 0       | 30,000   | 120,000   | 490,000                    |
| 13                 | 13                 | 24,000    | 374,094   | 398,094          | 14    | 267   | 20,000     |        | 0       | 50,000   | 110,000   | 445,000                    |
| 14N                | 14N                | 30,896    | 162,215   | 193,113          | 18    | 116   | 8,500      |        | 0       | 0        | 54,000    | 226,000                    |
| 14S                | 14S                | 33,772    | 177,306   | 211,077          | 20    | 127   | 9,500      |        | 0       | 0        | 59,000    | 247,000                    |
| 15N                | 15N                | 105,550   | 180,647   | 286,197          | 62    | 128   | 14,000     |        | 0       | 0        | 100,000   | 309,000                    |
| 15S                | 15S                | 0         | 101,000   | 101,000          | 0     | 72    | 5,000      |        | 0       | 0        | 0         | 101,000                    |
| 16                 | 16                 | 60,000    | 240,000   | 300,000          | 65    | 241   | 15,000     |        | 0       | 25,000   | 50,000    | 320,000                    |
| 17                 | 17                 | 180,000   | 875,000   | 1,055,000        | 149   | 851   | 70,000     |        | 0       | 0        | 220,000   | 1,165,000                  |
| 23                 | 23                 | 178,345   | 601,674   | 780,019          | 105   | 430   | 15,000     |        | 0       | 60,000   | 220,000   | 1,070,000                  |
| 24                 | 24                 | 0         | 592,500   | 592,500          | 0     | 500   | 15,000     |        | 202,500 | 0        | 250,000   | 1,210,000                  |
| 28                 | 28                 | 0         | 0         | 0                | 0     | 0     | 85,000     |        | 0       | 0        | 0         | 85,000                     |
| Total              |                    | 1,304,150 | 5,235,507 | 9,819,744        | 880   | 5,659 | 567,000    |        | 242,500 |          | 2,525,000 | 11,976,625                 |

Note: ATTENTION: These notes are an essential component of the requirements of this table.

1. Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria, such that the maximums indicated in the above chart may not be practically available.
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4. If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per linear unit, 1,400 sf per other unit.
5. \*Parking garages are not counted as a part of building area when they are contained within the building.
6. \*\*\*The required hotel on block 24 shall contain a minimum of 150 rooms, and shall also contain a full service restaurant, bar and lounge area, retail services (including concierge & room service), meeting rooms & banquet rooms, fitness center and salon services.
7. For the blocks located in the Tidewater District, refer to the Section VIII, Tidewater District Plan

## LIBERTY HARBOR NORTH

ORIGINAL DOCUMENT

## INTENSITY SUMMARY

## DENSITY SUMMARY

| Block Number | Size in Square Feet |           | Size in Acres |       | Ratio | Max Housing |            | Max S.F.   | ALL USES |     | Units/Acre |     | FAR   |       |
|--------------|---------------------|-----------|---------------|-------|-------|-------------|------------|------------|----------|-----|------------|-----|-------|-------|
|              | Gross               | Net       | Gross         | Net   |       | #Units      | Total S.F. |            | Gross    | Net | Gross      | Net | Gross | Net   |
| 1            | 183,092             | 112,595   | 4.20          | 2.53  | 1.53  | 805         | 639,940    | 726,000    | 191      | 312 | 191        | 312 | 3.96  | 6.44  |
| 2            | 113,775             | 71,320    | 2.61          | 1.64  | 1.60  | 182         | 276,145    | 306,000    | 70       | 111 | 70         | 111 | 2.63  | 4.28  |
| 3            | 30,375              | 11,543    | 0.70          | 0.28  | 2.63  | 0           | 0          | 0          | 0        | 0   | 0          | 0   | 0.00  | 0.00  |
| 4            | 97,219              | 58,590    | 2.23          | 1.36  | 1.66  | 178         | 267,050    | 285,000    | 80       | 132 | 80         | 132 | 2.93  | 4.86  |
| 4.5          | 46,978              | 13,283    | 1.08          | 0.30  | 3.54  | 85          | 118,547    | 120,000    | 79       | 280 | 79         | 280 | 2.55  | 9.03  |
| 5.1          | 94,148              | 55,343    | 2.16          | 1.28  | 1.67  | 365         | 536,000    | 704,625    | 169      | 282 | 169        | 282 | 7.43  | 12.51 |
| 5.2          | 66,446              | 38,730    | 1.53          | 0.89  | 1.71  | 550         | 770,000    | 865,000    | 361      | 618 | 361        | 618 | 14.82 | 25.40 |
| 5.5          | 55,492              | 28,213    | 1.30          | 0.65  | 2.00  | 300         | 300,000    | 300,000    | 231      | 463 | 231        | 463 | 5.31  | 10.63 |
| 6            | 154,179             | 67,064    | 3.54          | 1.54  | 2.30  | 250         | 438,000    | 445,000    | 82       | 188 | 82         | 188 | 2.89  | 6.64  |
| 7            | 86,406              | 64,250    | 2.21          | 1.46  | 1.50  | 350         | 467,000    | 467,000    | 158      | 237 | 158        | 237 | 4.84  | 7.27  |
| 10           | 133,256             | 52,904    | 3.06          | 1.21  | 2.52  | 0           | 0          | 625,000    | 0        | 0   | 0          | 0   | 4.69  | 11.81 |
| 11           | 140,690             | 77,834    | 3.23          | 1.79  | 1.81  | 585         | 900,000    | 1,175,000  | 181      | 327 | 181        | 327 | 8.35  | 15.10 |
| 12           | 102,917             | 54,028    | 2.36          | 1.24  | 1.90  | 284         | 412,002    | 450,000    | 125      | 237 | 125        | 237 | 4.76  | 9.07  |
| 13           | 120,381             | 55,067    | 2.76          | 1.28  | 2.19  | 261         | 398,084    | 445,000    | 102      | 223 | 102        | 223 | 3.70  | 8.08  |
| 14N          | 75,958              | 39,310    | 1.74          | 0.90  | 1.83  | 134         | 193,113    | 228,000    | 77       | 149 | 77         | 149 | 2.98  | 5.75  |
| 14S          | 72,865              | 43,459    | 1.67          | 1.00  | 1.88  | 147         | 211,077    | 247,000    | 88       | 147 | 88         | 147 | 3.39  | 6.66  |
| 15N          | 115,540             | 71,062    | 2.65          | 1.63  | 1.65  | 191         | 288,197    | 308,000    | 72       | 117 | 72         | 117 | 2.67  | 4.33  |
| 15S          | 44,266              | 23,097    | 1.02          | 0.53  | 1.92  | 72          | 101,000    | 101,000    | 71       | 136 | 71         | 136 | 2.28  | 4.37  |
| 16           | 101,288             | 47,253    | 2.33          | 1.08  | 2.14  | 308         | 300,000    | 320,000    | 132      | 282 | 132        | 282 | 3.16  | 6.77  |
| 17           | 114,544             | 82,704    | 2.63          | 1.50  | 1.38  | 1000        | 1,055,000  | 1,166,000  | 380      | 527 | 380        | 527 | 10.17 | 14.08 |
| 23           | 65,817              | 35,893    | 1.51          | 0.82  | 1.88  | 595         | 780,019    | 1,070,000  | 354      | 649 | 354        | 649 | 16.26 | 29.81 |
| 24           | 154,383             | 97,090    | 3.54          | 2.23  | 1.56  | 900         | 992,500    | 1,210,000  | 254      | 404 | 254        | 404 | 7.84  | 12.46 |
| 26           | 88,227              | 40,030    | 1.99          | 0.92  | 2.15  | 0           | 0          | 85,000     | 0        | 0   | 0          | 0   | 0.89  | 2.12  |
| Total        | 2,267,239           | 1,241,772 | 52.05         | 28.51 | 1.88  | 7,550       | 9,439,384  | 11,803,625 | 145      | 285 | 145        | 285 | 5.21  | 9.51  |

## COMPOSITION OF SITE AREA

| AREAS               | Sq. Feet  | Acres | Percentage |
|---------------------|-----------|-------|------------|
| Open Space          | 186,792   | 4.28  | 5.25%      |
| Street ROW          | 1,010,034 | 23.18 | 28.38%     |
| Transit ROW         | 113,720   | 2.61  | 3.19%      |
| Walkway (30')       | 116,184   | 2.64  | 3.24%      |
| Private Water       | 201,188   | 4.62  | 5.65%      |
| Civic Buildings     | 181,806   | 4.17  | 5.11%      |
| All Other Buildings | 1,750,780 | 40.18 | 49.19%     |
| TOTAL               | 3,559,504 | 81.71 | 100.00%    |

## LIBERTY HARBOR NORTH

## PROPOSED AMENDMENT

## INTENSITY SUMMARY

## DENSITY SUMMARY

| Block Number       | Size in Square Feet |           | Size in Acres |       | Ratio | Max Housing |            | All S.F.   | Units/Acre |     | FAIR  |       |
|--------------------|---------------------|-----------|---------------|-------|-------|-------------|------------|------------|------------|-----|-------|-------|
|                    | Gross               | Net       | Gross         | Net   |       | #Units      | Total S.F. |            | Gross      | Net | Gross | Net   |
| REVISED<br>NUMBERS |                     |           |               |       |       |             |            |            |            |     |       |       |
| 1                  | 183,092             | 112,589   | 4.20          | 2.58  | 1.68  | 606         | 610,000    | 880,000    | 160        | 372 | 4.90  | 7.98  |
| 2                  | 113,775             | 71,320    | 2.61          | 1.64  | 1.60  | 182         | 276,145    | 305,000    | 70         | 111 | 2.68  | 4.28  |
| 3                  | 30,375              | 11,543    | 0.70          | 0.26  | 2.63  | 0           | 0          | 0          | 0          | 0   | 0.00  | 0.00  |
| 4                  | 87,216              | 56,590    | 2.23          | 1.35  | 1.66  | 178         | 207,050    | 285,000    | 80         | 132 | 2.33  | 4.86  |
| 4.5                | 45,978              | 13,283    | 1.08          | 0.30  | 3.54  | 85          | 119,547    | 120,000    | 79         | 280 | 2.55  | 8.03  |
| 5.1                | 94,148              | 55,343    | 2.16          | 1.29  | 1.67  | 365         | 535,000    | 704,025    | 169        | 282 | 7.48  | 12.51 |
| 5.2                | 66,446              | 38,780    | 1.53          | 0.89  | 1.71  | 550         | 770,000    | 885,000    | 361        | 618 | 14.82 | 25.40 |
| 6.5                | 58,492              | 28,213    | 1.30          | 0.65  | 2.00  | 300         | 300,000    | 300,000    | 231        | 403 | 5.51  | 10.63 |
| 6                  | 154,176             | 87,064    | 3.54          | 1.54  | 2.30  | 280         | 439,000    | 445,000    | 82         | 188 | 2.89  | 6.64  |
| 7                  | 98,408              | 64,280    | 2.21          | 1.48  | 1.50  | 350         | 467,000    | 467,000    | 158        | 237 | 4.84  | 7.27  |
| 10                 | 133,256             | 52,904    | 3.06          | 1.21  | 2.52  | 0           | 0          | 625,000    | 0          | 0   | 4.69  | 11.81 |
| 11                 | 140,680             | 77,834    | 3.23          | 1.79  | 1.81  | 585         | 900,000    | 1,175,000  | 161        | 327 | 8.35  | 16.10 |
| 12                 | 102,917             | 54,026    | 2.36          | 1.24  | 1.80  | 294         | 412,002    | 480,000    | 125        | 237 | 4.76  | 9.07  |
| 13                 | 120,381             | 56,067    | 2.76          | 1.26  | 2.19  | 281         | 398,064    | 445,000    | 102        | 223 | 3.70  | 8.08  |
| 14N                | 75,958              | 39,310    | 1.74          | 0.90  | 1.93  | 134         | 193,113    | 226,000    | 77         | 149 | 2.88  | 5.75  |
| 14S                | 72,866              | 43,488    | 1.67          | 1.00  | 1.66  | 147         | 211,077    | 247,000    | 88         | 147 | 3.39  | 5.88  |
| 15N                | 115,540             | 71,062    | 2.65          | 1.63  | 1.63  | 191         | 288,197    | 308,000    | 72         | 117 | 2.67  | 4.33  |
| 15S                | 44,268              | 23,097    | 1.02          | 0.53  | 1.92  | 72          | 101,000    | 101,000    | 71         | 136 | 2.38  | 4.37  |
| 16                 | 101,288             | 47,253    | 2.33          | 1.08  | 2.14  | 308         | 300,000    | 320,000    | 132        | 282 | 3.16  | 6.77  |
| 17                 | 114,544             | 82,704    | 2.63          | 1.90  | 1.36  | 1000        | 1,056,000  | 1,166,000  | 380        | 627 | 10.17 | 14.06 |
| 23                 | 65,817              | 35,893    | 1.51          | 0.82  | 1.83  | 535         | 780,019    | 1,070,000  | 354        | 649 | 16.26 | 29.81 |
| 24                 | 154,383             | 87,090    | 3.54          | 2.23  | 1.56  | 900         | 992,500    | 1,210,000  | 254        | 404 | 7.94  | 12.46 |
| 28                 | 88,227              | 40,080    | 1.98          | 0.92  | 2.15  | 0           | 0          | 85,000     | 0          | 0   | 0.89  | 2.12  |
| Total              | 2,267,239           | 1,241,772 | 52.05         | 28.51 | 1.83  | 7,550       | 9,613,744  | 11,979,625 | 145        | 285 | 5.28  | 9.64  |

## COMPOSITION OF SITE AREA

| AREAS               | Sq. Feet  | Acres | Percentage |
|---------------------|-----------|-------|------------|
| Open Space          | 186,782   | 4.29  | 5.25%      |
| Street ROW          | 1,010,034 | 23.19 | 28.38%     |
| Transit ROW         | 113,720   | 2.61  | 3.19%      |
| Walkway (30')       | 115,184   | 2.64  | 3.24%      |
| Private Water       | 201,188   | 4.62  | 5.65%      |
| Civic Buildings     | 181,806   | 4.17  | 5.11%      |
| All Other Buildings | 1,750,780 | 40.19 | 49.19%     |
| TOTAL               | 3,559,504 | 81.71 | 100.00%    |

City Clerk File No. Ord. 14.066

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.066

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 72 ASTOR PLACE; 180 BERGEN AVENUE; 23 BERKELEY PLACE; 113 COLDEN STREET; 83 COLGATE STREET; 80 COLES STREET; 28 DUNCAN AVENUE; 265 DWIGHT STREET; 356 ½ EIGHTH STREET; 306 FULTON AVENUE; GARFIELD AVENUE; 74 GRANT AVENUE; 225 GRANT AVENUE; 505 LIBERTY AVENUE; 68 MADISON AVENUE; 121 MANHATTAN AVENUE; 20 MILTON AVENUE; 69 NELSON AVENUE; 203 NEW YORK AVENUE; 132 NORTH STREET; 237 NORTH STREET; 547 PALISADE AVENUE; 370 SECOND STREET; 66 SEIDLER STREET; 187 TERRACE AVENUE; 71 VAN NOSTRAND AVENUE; 54 WEGMAN PARKWAY; 170 WEGMAN PARKWAY; 173 WEGMAN PARKWAY; 39 WESTERN AVENUE AND 391 WOODLAWN AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 136 NORTH STREET AND 21-23 WOODLAWN AVENUE AND AMEND THE RESERVED PARKING SPACE AT 155 BELMONT AVENUE; 190 CLAREMONT AVENUE; 29A CLIFF STREET; 90 DUNCAN AVENUE AND 203 NEW YORK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

### PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

|   |                         |
|---|-------------------------|
| <u>El Vera Bland</u>                    | <u>72 Astor Pl</u>      |
| <u>Doris Syphrett</u> [Mattie Sanders]  | 155 Belmont Av          |
| <u>John Purcell</u>                     | 180 Bergen Av           |
| <u>Maria Pych</u>                       | 23 Berkeley Pl          |
| <u>Ellersee</u> [Claude] Sims           | <u>190 Claremont Av</u> |
| <u>Ghulam Allahditta</u> [Rajesh Desai] | 29A Cliff St            |
| <u>Sylvia Colon</u>                     | <u>113 Colden St</u>    |
| <u>Luz Gonzalez</u>                     | 80 Coles St             |
| <u>Simon Lalta</u>                      | 83 Colgate St           |
| <u>Ronald Hutchinson</u>                | 28 Duncan Av            |
| <u>Marcia Adams</u> [Pearly King]       | <u>90 Duncan Av</u>     |
| <u>Lillian Collins</u>                  | <u>265 Dwight St</u>    |
| <u>Hector Delgado</u>                   | <u>356 ½ Eighth St</u>  |
| <u>Esmeraldo Lorenzo</u>                | <u>306 Fulton Av</u>    |
| <u>Eva Godbolt</u>                      | <u>461 Garfield Av</u>  |
| <u>Dorothea Ryaes</u>                   | <u>74 Grant Av</u>      |

JDS:pc1  
(05.21.14)



Roberta Reid  
Udoka Ihenacho  
Kimberlyn Alvarez  
Talaat Mohamed  
Luis Feliciano  
Nirmala Sharma  
Henry [Rosemarie] Peters  
Nicole Vexenat  
Lilavati & Kishorkumar Marvadi  
Ashley Bono  
Anthony Lambiase  
Francisco Pena  
John Brzozowski  
Tracey Thomas  
Thomas Boyce  
Irving Harris  
James Sims  
Arvin Mayor  
Michael Friend

225 Grant Av  
505 Liberty Av  
68 Madison Av  
121 Manhattan Av  
20 Milton Av  
69 Nelson Av  
203 New York Av  
[136] 132 North St  
237 North St  
547 Palisade Av  
370 Second St  
66 Seidler St  
187 Terrace Av  
71 Van Nostrand Av  
54 Wegman Pkwy  
170 Wegman Pkwy [21-23 Woodlawn Av]  
173 Wegman Pkwy  
39 Western Av  
391 Woodlawn Av

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.


**NOTE:** The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

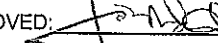
JDS:pcl  
 (05.21.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:   
 Director of Traffic & Transportation

APPROVED:   
 Director,  
 Architecture, Engineering, Traffic and Transportation

APPROVED:   
 Director, Dept. of Public Works  
 APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 72 ASTOR PLACE; 180 BERGEN AVENUE; 23 BERKELEY PLACE; 113 COLDEN STREET; 83 COLGATE STREET; 80 COLES STREET; 28 DUNCAN AVENUE; 265 DWIGHT STREET; 356 ½ EIGHTH STREET; 306 FULTON AVENUE; GARFIELD AVENUE; 74 GRANT AVENUE; 225 GRANT AVENUE; 505 LIBERTY AVENUE; 68 MADISON AVENUE; 121 MANHATTAN AVENUE; 20 MILTON AVENUE; 69 NELSON AVENUE; 203 NEW YORK AVENUE; 132 NORTH STREET; 237 NORTH STREET; 547 PALISADE AVENUE; 370 SECOND STREET; 66 SEIDLER STREET; 187 TERRACE AVENUE; 71 VAN NOSTRAND AVENUE; 54 WEGMAN PARKWAY; 170 WEGMAN PARKWAY; 173 WEGMAN PARKWAY; 39 WESTERN AVENUE AND 391 WOODLAWN AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 136 NORTH STREET AND 21-23 WOODLAWN AVENUE AND AMEND THE RESERVED PARKING SPACE AT 155 BELMONT AVENUE; 190 CLAREMONT AVENUE; 29A CLIFF STREET; 90 DUNCAN AVENUE AND 203 NEW YORK AVENUE

**Initiator**

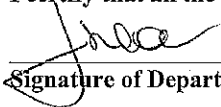
|                     |   |   |
|---------------------|---|---|
| Department/Division | Public Works  | Architecture, Engineering, Traffic and Transportation |
| Name/Title          | Joao D'Souza at the request of Councilwoman Watterman, Chairwoman of the Municipal Council Committee for Disabled Parking | Director of Traffic & Transportation                  |
| Phone/email         | 201.547.4470  | JOAO@jcnj.org   |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

To amend, repeal and or designate a reserved parking space at or near the residence of a disabled individual whose application was approved by the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/22/14  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI  
DIRECTOR

**MÉMORANDUM**

**DATE:** May 22, 2014  
**TO:** Jeremy Farrell, Corporation Counsel  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** MUNICIPAL COUNCIL COMMITTEE FOR DISABLED PARKING

Attached for your review and signature, is an Ordinance proposed by this Division, (for the Council's consideration) at the request of The Municipal Council Committee for Disabled Parking, to change Chapter 332(Vehicles and Traffic) of the Jersey City Municipal Code designating a reserved parking space at the locations indicated on the attached Ordinance.

The recommended changes should appear on the June 11, 2014 Municipal Council Meeting Agenda.

Feel free to contact me at ex. 4492 or at [PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org) if you have any questions.

Patricia Logan, Supervising Traffic Investigator

Joao D'Souza, Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer  
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation  
Michael Razzoli, Director, DPW  
Robert Kakolesski, Acting Business Administrator  
Muhammed Akil, Chief of Staff  
Robert Byrne, City Clerk

City Clerk File No. Ord. 14.067

Agenda No. 3.0 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.067

TITLE:

**ORDINANCE CONSENTING TO 1) THE SALE OF THE MEMBERSHIP INTERESTS OF NOC V URBAN RENEWAL COMPANY, LLC TO JP MORGAN CHASE BANK, NATIONAL ASSOCIATION AND 2) THE MODIFICATION OF THE TAX EXEMPTION FINANCIAL AGREEMENT WITH NOC V URBAN RENEWAL COMPANY, LLC, TO CONFORM THE FINANCIAL AGREEMENT TO THE 2003 AMENDMENTS TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, NOC V Urban Renewal Company, LLC [NOC V or Entity], is an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq.; and

**WHEREAS**, the Entity owns certain property known as Block 7303, Lot 5 [formerly known as Block 20, Lots 1.18 and 1.02] on the City's Official Tax map, and more commonly known by the street address of 575 Washington Boulevard, Jersey City, New Jersey [Property], all of which is located within the boundaries of the Newport Redevelopment Plan; and

**WHEREAS**, by the adoption of Ordinance 99-190 on January 12, 2000, the Municipal Council of the City of Jersey City [City] approved a 20 year tax exemption and authorized the execution of a Financial Agreement, for a commercial project, consisting of a 21 story building with approximately 708,500 square feet of space, and

**WHEREAS**, the Entity and the City executed a Financial Agreement on March 8, 2000 [Financial Agreement] with a service charge calculated as 2% of total project cost with an estimated annual service charge of \$1,733,832; and

**WHEREAS**, based on agreed upon inflation of the total project cost in Section 4.3 of the 2000 Financial Agreement, the present Annual Service Charge is \$2,353,885 and will increase on February 1, 2017 to \$3,530,827, in addition to the statutory staged adjustments as provided in Section 4.2 of the Financial Agreement and required by N.J.S.A. 40A:20-12(b); and

**WHEREAS**, the tax exemption is scheduled to expire on January 1, 2022; and

**WHEREAS**, JP Morgan Chase Bank, National Association [Chase] was recently awarded a grant of \$225 million from the State of New Jersey Economic Development Authority as an incentive to create 1,000 jobs in Jersey City and to retain the 2,612 jobs presently in Jersey City; and

**WHEREAS**, by letter application dated June 4, 2014, a copy of which is on file in the office of the City Clerk, Chase requested the consent of the City to the sale of the membership interests on the Entity; and an amendment to the 2000 Financial Agreement so it will be interpreted in all respects to accord with the 2003 amendments to the Long Term Tax Exemption Law, particularly with regard to the calculation and payment of allowable net profits; and

ORDINANCE CONSENTING TO 1) THE SALE OF THE MEMBERSHIP INTERESTS OF NOC V URBAN RENEWAL COMPANY, LLC TO JP MORGAN CHASE BANK, NATIONAL ASSOCIATION AND 2) THE MODIFICATION OF THE TAX EXEMPTION FINANCIAL AGREEMENT WITH NOC V URBAN RENEWAL COMPANY, LLC, TO CONFORM THE FINANCIAL AGREEMENT TO THE 2003 AMENDMENTS TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

**WHEREAS**, Chase represents that its purchase of the membership interests of NOC V is an important element in the retention and creation of jobs and to secure other material benefits for the City of Jersey City community; and

**WHEREAS**, pursuant to Section 9.1 of the Financial Agreement, the Entity requires the consent of the City for the sale of its membership interests; and

**WHEREAS**, in addition, pursuant to Section 9.1 of the Financial Agreement and as permitted under N.J.S.A. 40A:20-22, for agreements negotiated prior to the 2003, an Entity seeking to sell a project, is required to pay the City an amount equal to 1% of the actual sales price which the within membership transfer will generate approximately \$3.155 million to the City, on or before September 1, 2014; and

**WHEREAS**, the members of NOC V require the City to acknowledge that all amounts due to the City under the 2000 Financial Agreement through the date hereof, have been either paid in full or have been waived or fully satisfied;

**WHEREAS**, the 2000 Financial Agreement will be amended to accord in all respects with the 2003 amendments to the Long Term Tax Exemption Law; and

**WHEREAS**, NOC V will continue to pay 2% of total project cost, including the agreed upon increases to total project cost as set forth in Section 4.3, and the timing of the staged adjustments, as set forth in the original 2000 Financial Agreement; and

**WHEREAS**, Chase and the transferring members of NOC V and their respective affiliates, have also agreed that they are legally estopped from using, and will not assert either as an admission or otherwise, in any forum or proceeding of any kind, any statement or waiver of the City's concerning the past due charges due under the 2000 Financial Agreement, including its use to interpret any other Financial Agreement; and

**WHEREAS**, it is in the best interests of the City to approve the modification to the tax exemption and consent to the sale of the membership interests of NOC V Urban Renewal Company, LLC, by JP Morgan Chase Bank, National Association, pursuant to the Consent and Amendment to the Financial Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

A. The Application of JP Morgan Chase Bank, National Association [Chase] to purchase the membership interests of NOC V Urban Renewal Company, LLC, and to amend the Financial Agreement pursuant to the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq., for Block 7303, Lot 5 [formerly known as Block 20, Lots 1.18 and 1.02] on the City's Official Tax map, and more commonly known by the street address of 575 Washington Boulevard, is hereby approved, subject to (i) payment to the City of 1% of the actual sales price therefore, estimated to be \$3.155 million; (ii) retention of the total project cost inflators and timing of statutory adjustments as set forth in the original 2000 Financial Agreement; and (iii) execution of a Consent and Amendment of the Financial Agreement with NOC V Urban Renewal Company, LLC.

B. The Mayor or Business Administrator is hereby authorized to execute a Consent and Amendment to the Financial Agreement with NOC V Urban Renewal LLC, as well as any other documents appropriate or necessary to effectuate the City's consent to the sale and transfer of the membership interests in NOC V Urban Renewal Company, LLC to JP Morgan Chase Bank, National Association and the settlement and waivers provided and the purposes of this ordinance.

ORDINANCE CONSENTING TO 1) THE SALE OF THE MEMBERSHIP INTERESTS OF NOC V URBAN RENEWAL COMPANY, LLC TO JP MORGAN CHASE BANK, NATIONAL ASSOCIATION AND 2) THE MODIFICATION OF THE TAX EXEMPTION FINANCIAL AGREEMENT WITH NOC V URBAN RENEWAL COMPANY, LLC, TO CONFORM THE FINANCIAL AGREEMENT TO THE 2003 AMENDMENTS TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

C. The Consent and Amendment to the Financial Agreement, including any estoppels or waivers to be executed by NOC V Urban Renewal Company, LLC, or its members, shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

E. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

F. This ordinance shall take effect at the time and in the manner provided by law.

G. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face**  
and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 14.068

Agenda No. 3.E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.068

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property, is permitted for a period of five (5) years; and

**WHEREAS**, Grand Storage, LLC [Entity], is the owner of Property designated as Block 13605, Lot 11, on the City's Tax Map and more commonly known by the street address of 550 Grand Street, Jersey City, NJ; and

**WHEREAS**, the Entity now plans to construct a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property; and

**WHEREAS**, construction will be substantially complete on January 15, 2015; and

**WHEREAS**, on March 11, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new commercial use Project, a copy of which application is attached hereto; and

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ. AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET**

**WHEREAS**, Grand Storage, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$42,332) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes due on improvements;
- (b) 2015: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$47,885;
- (c) 2016: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$95,771;
- (d) 2017: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$143,656; and
- (e) 2018: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$191,542;

**WHEREAS**, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$42,332 for land and \$197,095 for improvements, for a total of \$239,427 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$239,427; and

**WHEREAS**, Grand Storage, LLC, has agreed to pay the sum of \$173,121 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet, located in Block 13605, Lot 11, and more commonly known by the street address of 550 Grand Street, Jersey City, N.J., is hereby approved.



AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$47,885;
  - (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$95,771;
  - (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$143,656; and
  - (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$191,542.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1.50 x 115,414 square feet of commercial retail space, which includes interior parking and exterior parking of approximately 2,790 square feet, for a total of \$173,121.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET

3. An obligation to execute a Project Employment and Contracting Agreement and Project Labor Agreement to insure employment and other economic benefits to City residents and businesses.
  4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within thirty-six (36) months of the date of adoption of the within Ordinance.
  5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
  6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
6/04/14

APPROVED AS TO LEGAL FORM:

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

TIER ONE (5 YEAR)  
6-04-14  
N.J.S.A. 40A:21-1 et seq  
(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **GRAND STORAGE, LLC**, [Applicant/Owner], whose principal place of business is 69-71 New Hook Road, Bayonne, NJ 07002.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 550 Grand Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 13605, Lot 11, on the Tax Assessor's Map, more commonly known by the street address of 550 Grand Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about March 11, 2014, the Applicant applied for a five year tax exemption to construct a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_ on \_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new three

(3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq., and Ordinance \_\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements, if applicable, which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of taxes otherwise due, currently estimated to be the sum of \$47,885;
3. For the full calendar of Year 3, forty (40%) percent of taxes otherwise due, currently estimated to be the sum of \$95,771;
4. For the full calendar of Year 4, sixty (60%) percent of taxes otherwise due, currently estimated to be the sum of \$143,656; and
5. For the full calendar of Year 5, eighty (80%) percent of taxes otherwise due, currently estimated to be the sum of \$191,542.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of **\$3,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

#### **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. The Certificate of Occupancy for this Project is expected to be issued by \_\_\_\_\_, 201\_. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

**ARTICLE IX: AFFORDABLE HOUSING TRUST FUND**  
**CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$173,121 or \$1.50 x 115,414 square feet of commercial space, as a contribution. The sum shall be due and payable as follows as per Section 304-30 of the Jersey City Municipal Code:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

**ARTICLE X: TERMINATION/ELIGIBILITY**  
**FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

**ARTICLE XI: PROJECT EMPLOYMENT AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

**ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

**Business Administrator**  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

**Grand Storage, LLC**  
**69-71 New Hook Road**  
**Bayonne, NJ 07002**

## **ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**GRAND STORAGE, LLC**

---

BY: \_\_\_\_\_, Member

**ATTEST:**

CITY OF JERSEY CITY

**Robert Byrne**  
**City Clerk**

BY: Robert J. Kakoleski  
**Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **GRAND STORAGE, LLC**, having its principal office at 69-71 New Hook Road, Bayonne, NJ 07002. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.
9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined



as follows:

- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
- 10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
  - 11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
  - 12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
  - 13. "Project or Project Site" means the specific work location or locations specified in the contract.
  - 14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
  - 15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
  - 16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
  - 17. "Recipient" means any individual, partnership, association, organization, corporation or

other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.

18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal

of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

**1. Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering

into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**2. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be

provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

#### 1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) No Utilization of Local and Local Minority Vendors As Conduits For



## Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

### **4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

### **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and

so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

## **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

## **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Grand Storage, LLC  
69-71 New Hook Road  
Bayonne, NJ 07002

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

## **XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

## **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**GRAND STORAGE, LLC**

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**Secretary**

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**President**

City Clerk File No. Ord. 14.069

Agenda No. 3.F 1st Reading

Agenda No. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.069

**TITLE: ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY ONE EXCHANGE JC URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 14502, LOT 1 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 1 EXCHANGE PLACE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, One Exchange JC Urban Renewal, LLC, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, the Entity is the owner of certain property known as Block 14502, Lot 1, on the City's Official Tax map, consisting of approximately .38 acres, and more commonly known by the street address of 1 Exchange Place, Jersey City, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the 1 Exchange Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Entity has applied for a 20 year long term tax exemption to rehabilitate an existing ten (10) story structure, which is currently vacant and in need of restoration, to develop a commercial hotel project consisting of approximately 253 rooms (Hyatt Extended Stay), along with the construction of three (3) story vertical addition to the existing ten (10) story structure and a thirteen (13) story addition to the side of the existing structure, including ancillary retail and restaurant uses and valet parking for a total of approximately 191,017 square feet; and

**WHEREAS**, the Project received a site plan approval from the Planning Board on August 21, 2012; and

**WHEREAS**, the Project is expected to generate approximately \$800,000 annually in hotel occupancy taxes for the City; and

**WHEREAS**, One Exchange JC Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) an annual service charge consisting of 2% of Total Project Cost of the Entity and as defined by the parties; Total Project Cost shall be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, as may be modified by the parties, which sum is estimated to be \$816,932 and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 0.5% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY ONE EXCHANGE JC URBAN RENEWAL, LLC PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 14502, LOT 1 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 1 EXCHANGE PLACE

5. pay the sum of \$286,526 (\$1.50 x 191,017 square feet of hotel and retail space) to the City's Affordable Housing Trust Fund; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$246,378 whereas, the Annual Service Charge as estimated, will generate revenue of more than \$816,932 to the City;
2. it is expected that the Project will create approximately 350 jobs during construction, 80 new permanent full-time jobs, and 60 permanent part-time jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the 1 Exchange Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, One Exchange JC Urban Renewal, LLC has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. The application of One Exchange JC Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 14502, Lot 1, more commonly known by the street address of 1 Exchange Place, more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge; or
  - (b) or 2% of Total Project Cost of the Entity and as defined by the parties, Total Project Cost which shall be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, as may be modified by the parties, which is estimated to be \$40,846,548, for an estimated annual service charge of \$816,932 which shall be subject to statutory increases during the term of the tax exemption.

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY ONE EXCHANGE JC URBAN RENEWAL, LLC PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 14502, LOT 1 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 1 EXCHANGE PLACE

3. Administrative Fee: 0.5% of the prior year's Annual Service Charge;
  4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
  5. Project: to rehabilitate an existing ten (10) story structure, which is currently vacant and in need of restoration, to develop a commercial hotel project consisting of approximately 253 rooms (Hyatt Extended Stay), along with the construction of three (3) story vertical addition to the existing ten (10) story structure and a thirteen (13) story addition to the side of the existing structure, including ancillary retail and restaurant uses and valet parking for a total of approximately 191,017 square feet;
  6. Affordable Housing Trust Fund: \$1.50 x 191,017 square feet of hotel and retail space, for a total of approximately \$286,526;
  7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
  8. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

DJ/he  
6/05/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**TIER 6 - FINANCIAL AGREEMENT (20 YEAR)**

**Rev. 6/05/14**

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

(Commercial or Industrial)

Re: One Exchange Place  
Approximately 191,017 Square Feet of land  
Block 14502, Lot 1

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_\_\_ day of \_\_\_, 2014, by and between **ONE EXCHANGE JC URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 11410 Common Oaks Drive, Raleigh, NJ 27614 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to a Deed, of certain property designated as Block 14502, Lot 1, more commonly known by the street address of One Exchange Place, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is an industrial or commercial project and is thus eligible for tax exemption pursuant to N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g), although it is in neither a redevelopment area or an urban enterprise zone; and

**WHEREAS**, the Entity plans to rehabilitate an existing ten (10) story structure, which is currently vacant and in need of restoration, to develop a commercial hotel project consisting of approximately 253 rooms (Hyatt Extended Stay), along with the construction of three (3) story vertical addition to the existing ten (10) story structure and a thirteen (13) story addition to the side of the existing structure, including ancillary retail and restaurant uses and valet parking for a total of approximately 191,017 square feet [Project]; and

**WHEREAS**, the Project received site plan approval from the Planning Board on August 21, 2012; and



**WHEREAS**, on May 22, 2014, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

**A. Relative Benefits of the Project when compared to the costs:**

1. the current real estate tax generates revenue of only \$246,378, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$816,932;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$95,509 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$191,017 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 350 new construction jobs, 80 new permanent full time jobs, and 60 new permanent part-time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants.

**B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:**

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue .Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent by the Entity from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. Annual Gross Revenue shall include all gross revenue of the hotel operator, generated by the Project. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a

third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and affordable related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean One Exchange JC Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed

to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - If applicable, the amount of taxes assessed on the value of land, on which the project is located and taxes on any pre-existing improvements. If Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2013-004, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$246,378; or (b) the sum of \$816,932 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A.

40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). The Project's actual construction costs, which are an element of Total Project Costs, will be defined according to the industry standard set forth by Marshall & Swift, in its Marshal Valuation Service, and shall include all elements enumerated in Marshall's Section 41, "Segregated Cost Method/Segregated Costs". There shall be included in Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous

materials or contaminants in accordance with State or Federal law. Since the Service Charge is a percentage of Total Project cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 14502, Lot 1, more commonly known by the street address 1 Exchange Place, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will rehabilitate an existing ten (10) story structure, which is currently vacant and in need of restoration, to develop a commercial hotel project consisting of approximately 253 rooms (Hyatt Extended Stay), along with the construction of three (3) story vertical addition to the existing ten (10) story structure and a thirteen (13) story addition to the side of the existing structure, including ancillary retail and restaurant uses and valet parking for a total of approximately 191,017 square feet; all of which is specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be

constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

#### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

#### **Section 2.7 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

### **ARTICLE III - DURATION OF AGREEMENT**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2014, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project or \_\_\_\_\_ 20 \_\_\_\_\_. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

### **ARTICLE IV - ANNUAL SERVICE CHARGE**

#### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 2% of Total Project Cost. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Total Project Cost, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 2% of Total Project Cost;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7 year following Substantial Completion until the last day of the 11 year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 12 year following the Substantial Completion until the last day of the 16 year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 17 year following Substantial Completion until the last day of the 18 year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 19 year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of



the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as half of one (0.5%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$286,526 or \$1.50 per

square foot of hotel and retail space as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.6 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

### **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

#### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

#### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated construction cost disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to all gross revenue generated by the Project, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Auditor's Report shall include a schedule reporting the gross revenue of the hotel operator. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, which shall include the gross revenue of the hotel operator, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project

architect. The Project's actual construction costs, which are an element of Total Project Costs, will be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, and shall include all elements enumerated in Marshall's Section 41, "Segregated Cost Method/Segregated Costs".

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including an audit of actual Total Project Cost (construction costs), including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity, which shall also include all gross revenue of the hotel operator, for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. For the purpose of calculating Excess Profits, an accounting period shall be no more than twelve (12) consecutive months. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

#### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. For the purpose of calculating Excess Profits, an accounting period shall be no more than twelve (12) consecutive months and the calculation shall be annual. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

#### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

### **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

#### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

#### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

### **ARTICLE X - COMPLIANCE**

#### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project

Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].



## **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project , as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

## **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

## **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

# **ARTICLE XIII - DISPUTE RESOLUTION**

## **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to

settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

## **ARTICLE XIV - WAIVER**

### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

One Exchange JC Urban Renewal, LLC  
11410 Common Oaks Drive  
Raleigh, North Carolina 27614

And

Decotiis, Fitzpatrick & Cole, LLP  
Glenpointe Center West  
500 Frank W. Burr Boulevard – Suite 31  
Teaneck, New Jersey 07666  
Attn: Matthew C. Karrenberg, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a

Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

#### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

#### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

#### **Section 18.6 Pending Litigation**

The Entity fully and freely holds the City harmless and assumes any risk that may effect the present or future validity of the within financial agreement, arising from any other litigation.

### **ARTICLE XIX - EXHIBITS**

#### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed [or Lease]

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**ONE EXCHANGE JC  
URBAN RENEWAL, LLC**

**ATTEST:**

**CITY OF JERSEY CITY**

**ROBERT BYRNE**  
**CITY CLERK**

**ROBERT J. KAKOLESKI**  
**ACTING BUSINESS ADMINISTRATOR**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **ONE EXCHANGE JC URBAN RENEWAL, LLC**, having its principal office at 11410 Common Oaks Drive, Raleigh, NJ 27614. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
  - a) "African-American" means a person having origins in any of the 'black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.



17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.

- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**2. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be

provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### **3. Business Contracting**

Good Faith shall mean compliance with all of the following conditions:

#### **1) Solicitation of Businesses:**

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) **Semi-Annual Purchasing Reports:** The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) **No Utilization of Local and Local Minority Vendors As Conduits For**

## Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

### **4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

### **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and



so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages/Interest:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.

- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

**IX. Commercial Tenants at the Project Site:**

- 1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
- 2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
- 3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
- 4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

- 1. When sent by the City to the Recipient it shall be addressed to:

One Exchange JC Urban Renewal, LLC  
11410 Common Oaks Drive  
Raleigh, North Carolina 27614

- 2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**ONE EXCHANGE JC**  
**URBAN RENEWAL, LLC**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

City Clerk File No. Ord. 14.070

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.070

TITLE:

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

**Labor Grade**

**Title**

\*

Asst. Administrator, Cultural and Heritage Affairs

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in [brackets] are omitted.  
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

*\*Pursuant to N.J.S.A. 40:69A-43a.*

JF/he  
6/02/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY  
OFFICE OF THE MAYOR**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

E.O. \_\_\_\_\_

\_\_\_\_\_, 2014

**EXECUTIVE ORDER OF THE MAYOR  
OF THE  
CITY OF JERSEY CITY**

**UNCLASSIFIED POSITIONS FOR CITY EMPLOYEES**

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

**Labor Grade**

**Title**

37

Asst. Administrator, Cultural and Heritage Affairs

This order shall take effect immediately.

Very truly yours,

**STEVEN M. FULOP, MAYOR**

SMF/he

cc: Robert J. Kakoleski, Business Administrator  
Jeremy Farrell, Corporation Counsel  
Robert Byrne, City Clerk  
Donna Mauer, Chief Financial Officer  
Nancy Ramos, Personnel Director

RECEIVED  
MAY 23 2014

Ordinance/Resolution Fact Sheet

BY: \_\_\_\_\_  
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

**ASST. ADMINISTRATOR, CULTURAL AND HERITAGE AFFAIRS**

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

**NANCY RAMOS, Human Resources Director**

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

**To establish a new title in accord with New Jersey Department of Personnel Rules and Regulations.**

Reasons for the Proposed Program, Project, Etc.: \_\_\_\_\_

Anticipated Benefits to the Community: \_\_\_\_\_

Cost of Program, Project, Etc.: \_\_\_\_\_ (Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Person Responsible for Coordinating Proposed Program, Project Etc.: \_\_\_\_\_

Additional Comments:

**Union Affiliation - MGT - Labor Grade 37**

I Certify That All Facts Present Herein Are Accurate.

5/29/14  
Date

Nancy Ramos  
Department Director

Date Submitted to Business Administrator \_\_\_\_\_

**NEW TITLE**

**TITLE: ASST. ADMINISTRATOR, CULTURAL AD HERITAGE AFFAIRS**

**Union: MGT.**

**LG: 37**

Min. 26,400            Max: 75,035

Department: **RECREATION**

Division: RECREATION

Acct: #370

Employee: ELIZABETH L. CAIN  
329 FOURTH STREET  
JERSEY CITY, N. J. 07302

Salary:    \$75,000.00

1  
Labor Grade

BF — 5/7/14

To: PERSONNEL DEPARTMENT

DATE: 05/05/14

RE: ELIZABETH L. CAIN 28-370

ENTIRE ACCT. # 14-01-201-20-1249101

SALARY: Base \$75,000 Long.

BRIEFLY DESCRIBE CHANGE:

NEW HIRE

MCMT 40 hrs

Asst. Administrator Cultural

From: and Heritage Affairs

To:

Effective Date: 5/7/14

REQUESTED BY:

Division Head/Division

Department Director/Department

PERSONNEL STATUS FORM

REQUESTED ACTION

(Check at least one)

- ☒ Employment—Full Time
- ☐ Employment—Part Time
- ☐ Resignation
- ☐ Termination
- ☐ Leave of Absence From \_\_\_\_\_ To \_\_\_\_\_

☐ Medical ☐ Non Medical

From: Part Time \_\_\_\_\_ / Full Time \_\_\_\_\_ / Temp \_\_\_\_\_ /

Long Part Time \_\_\_\_\_ / Full Time \_\_\_\_\_ / Temp \_\_\_\_\_ /

- ☐ Change of Title
- ☐ Change of Position Classification
- ☐ Status Change
- ☐ Change of Department or Division
- ☐ Change of Personal Information
- ☐ Change of Payroll Deductions
- ☐ Other \_\_\_\_\_

*Signature*

Budget

Personnel

White: PERSONNEL COPY • Green: CONFIRMATION COPY • Canary: BUDGET COPY • Pink: PAYROLL COPY • Goldenrod: DEPARTMENT COPY

PERSONNEL DIRECTOR

APPROVING



City Clerk File No. Ord. 14.071

Agenda No. 3.H 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.071

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF  
JERSEY CITY ADOPTING THE BLOCK 10102 REDEVELOPMENT  
PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City originally adopted the Luis Munoz Marin Boulevard Redevelopment Plan in 1975; and

**WHEREAS**, the Municipal Council seeks renewed investment and development within the redevelopment area and specifically on Block 10102; and

**WHEREAS**, the following amendment removes Block 10102 from the Luis Munoz Marin Boulevard Redevelopment and creates a new "Block 10102 Redevelopment Plan" to guide development within this block; and

**WHEREAS**, the attached Block 10102 Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of May 20, 2014; and

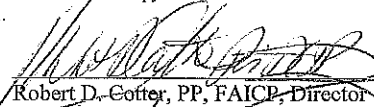
**WHEREAS**, the Planning Board voted favorably to recommend adoption of the Block 10102 Redevelopment by the Municipal Council; and

**WHEREAS**, a copy of the Block 10102 Redevelopment Plan is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the attached Block 10102 Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Gotter, PP, FAICP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET -- NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING THE BLOCK 10102 REDEVELOPMENT PLAN****Initiator**

|                     |                         |                               |
|---------------------|-------------------------|-------------------------------|
| Department/Division | HEDC                    | City Planning                 |
| Name/Title          | Robert Cotter, PP, AICP | Director                      |
|                     | Jeff Wenger, AICP       | Principal Planner             |
| Phone/email         | 201-547-5010            | bobbyc@cnj.org / jeff@cnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance adopts the Block 10102 Redevelopment Plan. This redevelopment plan shall govern development on Block 10102, better known as the Unico tower site, which was formerly part of the Luis Munoz Marin Boulevard Redevelopment Plan. The plan permits a mix-use project along Marin Boulevard at a maximum building height of 190 feet, a maximum density of 300 units per acre, and a minimum parking ratio of 50%.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE BLOCK 10102 REDEVELOPMENT PLAN**

This ordinance adopts the Block 10102 Redevelopment Plan. This redevelopment plan shall govern development on Block 10102, better known as the Unico tower site, which was formerly part of the Luis Munoz Marin Boulevard Redevelopment Plan. The plan permits a mix-use project along Marin Boulevard at a maximum building height of 190 feet, a maximum density of 300 units per acre (approximately 400 units), and a minimum parking ratio of 50%. The Plan also requires as part of any redevelopment project, the provision of two public open space areas: one 4,000 square foot plaza on 9th street, and a second 30,000 square foot park on 8th street that must be made available for the general public. Traffic calming along Marin Boulevard is also required to better connect the Hamilton Park neighborhood to the Newport PATH station.

# Block 10102

## Redevelopment Plan

As presented to the Jersey City Planning Board

May 20, 2014



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

## INTRODUCTION

The Block 10102 Redevelopment Plan Area (Redevelopment Area) was originally the northernmost block within the Luis Munoz Marin Boulevard Redevelopment Area (Marin Redevelopment Area). The Marin Redevelopment Area Redevelopment Plan was originally adopted in 1975. The area south of Sixth Street has been successfully redeveloped with the Villa Borinquen development extending from Second Street to the railroad embankment adjacent to Sixth Street. The railroad embankment awaits redevelopment. The area between Sixth and Eighth Streets has been redeveloped with the Jersey City Fire Headquarters building and Fire Fighters Memorial Fire Station and the Roberto Clemente Little League Field. Saint Anthony's High School also occupies a portion of the block along Eighth Street.

The western portion of Block 10102 has been redeveloped with a senior citizen housing building (Unico Tower) fronting onto Grove Street. The eastern portion of the block contains only surface parking and a portion of green space associated with Unico Tower. As a senior citizen building, there is a very low demand for parking. The surface parking in this area is therefore underutilized and creates a void in the streetscape along Marin Boulevard. This lack of utilization results in a stagnant and not fully productive condition of land that is potentially useful and valuable for contributing to the public health, safety and welfare.

This Redevelopment Plan has been created to not only redevelop the underutilized parking area into a mixed-use residential building with ground floor commercial uses which will revitalize and improve the streetscape and pedestrian realm; but also to redesign and reconfigure the private open space to permit use by the general public. This new publically accessible open space, although privately owned, will provide a significant new benefit to the community.

## II. BOUNDARIES

The Block 10102 Redevelopment Plan Area is bounded by Eighth Street on the south, Ninth Street on the north, Marin Boulevard on the east and Grove Street on the west. The Redevelopment Area encompasses the entirety of Block 10102. See Map #1 – Boundary Map.

## III. REDEVELOPMENT PLAN OBJECTIVES

- A. The redevelopment of the underutilized parking area previously developed in conjunction with the Unico Tower project.
- B. The construction of a mixed-use, primarily residential building, with ground floor commercial uses that will activate the streetscape and pedestrian realm; thereby creating a more pleasant, safe and economically vibrant area.
- C. Improve sidewalk areas with new pavement, street trees and a landscaped plaza along Ninth Street to improve pedestrian safety and the aesthetics of the pedestrian environment in this area.
- D. Reconstruct and reconfigure the private open space located along Eighth Street and permit access to the general public pursuant to a developer agreement with the City.

#### IV. GENERAL ADMINISTRATIVE PROVISIONS

- A) No building shall be constructed over public rights-of-way in the project area without the approval of the City of Jersey City. Construction may occur over utility easements with the authorization of the appropriate utility authority. The minimum building clearance over the easement shall be sixteen (16) feet.
- B) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.
- C) As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of any certificate of occupancy or temporary certificate of occupancy.
- D) Traffic impact studies, if required, shall incorporate, as part of the study, all projects approved or proposed in the immediate area. A listing of the projects may be obtained from the Division of City Planning.
- E) No use or reuse shall be permitted, which, when conducted under proper safeguards, will produce corrosive, toxic or noxious fume, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration (60 decibels), or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- F) The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of fifty (50) years from the date of approval of this Redevelopment Plan by the Municipal Council of the City of Jersey City, provided however that any development or redevelopment projects that are commenced and/or completed within said fifty (50) year period shall be deemed to comply with all applicable laws, so long as they comply with the provisions of this Redevelopment Plan. At the end of this fifty (50) year period, the zoning regulations contained herein shall be incorporated into the zoning ordinance of the City of Jersey City in accordance with the appropriate State statutes.
- G) Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the Land Development Ordinance (LDO) of Jersey City.
- H) Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

I) Deviation Requests

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. Any deviation that would otherwise constitute a "d" type variance or deviation constitutes a request for a legislative plan amendment cognizable only by the Governing Body. The Jersey City Zoning Board of Adjustment's powers are strictly limited to "a" and "b" appeals (N.J.S.A. 40:53D-70A&B).

J) PROCEDURES FOR AMENDING THE PLAN

1) This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$5,000.00 plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request by a private entity to amend this plan. The City of Jersey City reserves the right to amend this plan.

K) INTERIM USES

1) Interim uses may be established, subject to agreements between the developers and the Planning Board, that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board, which may establish an interim use period of between one (1) year and three (3) years in duration, subject to the Planning Board's discretion. Additional renewals of an interim use may be granted by the Planning Board, subject to the same interim period limitations specified above.

V. OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

A) The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. requires that a Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

1) This Redevelopment Plan achieves the stated objectives of the Jersey City Master Plan by locating higher density development in areas in close proximity to mass transit facilities with low parking ratios to reduce the traffic impact of future high density development. Other uses such as commercial uses compatible with its location are also permitted. The plan also provides for adequate setbacks for improvement of the pedestrian circulation system, and improved access to the PATH and Light Rail Stations at Newport. The Plan also calls for the improvement of the private open space located within the Redevelopment Area so as to provide for public

access and thereby reduce the impact of the new development on the City's park system.

- 2) This Redevelopment Plan provides for a list of permitted principal uses, as well as accessory uses in the redevelopment area. The plan also provides for density restrictions, maximum height limits, as well as setback and various design controls.
- 3) There will be no displacement of existing residents through the implementation of this plan through condemnation.
- 4) The Block 10102 Redevelopment Plan proposes no new acquisition or condemnation of private property for private redevelopment purposes.
- 5) The area covered by this Redevelopment Plan is within walking distance of the Newport PATH station as well as the Newport LightRail Station. Jersey City is designated as a "Planning Area 1" in the State Plan and is at the center of the Hudson County "urban complex." The development envisioned by this plan is in conformity with the "State Planning Act" P.L. 1985, c. 398 (C.52:18A-196 et al) as well as the Master Plan of Hudson County. This Redevelopment Area is remote from any adjacent municipality and will not impact contiguous municipalities.
- 6) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.

## **VI) DESIGN REQUIREMENTS**

### **A) GENERAL REQUIREMENTS**

- 1) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.
- 2) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate historic elements found throughout the surrounding area.
- 3) Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside of the project area. Each façade shall be treated as being of equal importance in terms of material selection and architectural design.
- 4) Access by the elderly, physically handicapped and/or disabled shall meet barrier free design regulations as specified in the New Jersey and Federal ADA Standard Uniform Construction Code.
- 5) All utility distribution lines, including multi-media telecommunication lines and utility service connections from such lines to the project area's individual use shall be located underground.
- 6) Roof treatment, Mechanical Screening and Electrical Equipment
  - a) All mechanical equipment located on any roof of a building shall be screened from view from all vantage points with a material complementary with the façade of the structure. The screening shall not resemble a utility or rooftop elevator or stair tower. It shall instead resemble an upper level extension of the building and be designed to contribute to the building top design.



- b) A roof plan must be developed and submitted for approval. Roof plans shall include mechanical equipment, trellises to obscure view, colored roof patterns and landscaping. Parking deck roofs shall be designed to maximize recreational amenity space. Remaining parking deck rooftop areas shall be developed as a green roof.
  - c) All electrical communication equipment shall be located in such a way that minimizes their appearance on the building.
  - d) Transformers and primary and back-up generators shall be located interior to the building or vaulted underground. Location upon the sidewalk or anywhere exterior to the building at grade is prohibited.
  - e) The placement of all new or reconstructed signal boxes is required to be below grade.
- 7) A cornerstone marking the date of construction shall be located in an appropriate ground level corner of any building five or more stories. The cornerstone shall be incorporated into the primary façade material.
  - 8) All facade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
  - 9) All storefronts shall incorporate a cornice element, horizontal projection or building recess above the storefront glazing to differentiate the ground floor uses from the building above.
  - 10) Ground floor storefront bulkheads below the display windows shall be a maximum of 18 inches in height above sidewalk grade.
  - 11) All ground floor storefront facades shall incorporate a minimum of 75% transparent glass.
  - 12) All ground floor entryways shall be designed to avoid door swings into any public right-of-way.
  - 13) All large residential development projects are strongly recommended to include provisions for a dog run, which may be constructed on site or in adjacent open space areas.

#### B) STREETSCAPE DESIGN STANDARDS

- 1) All buildings shall be designed to front on a public street to create a street wall and a pedestrian environment at a human scale.
- 2) Main entrances into buildings shall be located on public streets. Secondary entrances may also be provided from parking areas and/or as necessary according to the design of the structure.
- 3) Entrances shall be designed to be attractive and functional. Indicators such as awning, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be provided.
- 4) Sidewalks shall be improved within the Redevelopment Area to enhance the pedestrian environment and create pleasant pedestrian corridors leading from the Hamilton Park neighborhood connecting to Newport.
- 5) All new sidewalk pavement in the public right-of-way shall be 4' by 4' saw cut grey tinted concrete with mica flecks and may contain decorative paving elements to

enhance the pedestrian environment, such as tree grates, decorative paving accents, etc. Pedestrian plaza areas should be designed in such a way as to distinguish them from the street right-of-way with differing types of paving treatments and other decorative features.

- 6) The re-design of public rights-of-way within the Redevelopment Area must incorporate "Complete Streets" concepts and techniques. Traffic calming features such as sidewalk bump outs at corners, widened crosswalk markings, etc. shall be incorporated into any re-design of streets in the Redevelopment Area to improve pedestrian convenience and safety.
  - 7) Street furniture such as seating, trash receptacles, bike racks and decorative lighting shall be incorporated into the streetscape design and shall be of a coordinated architectural style.
  - 8) Street trees shall be provided along the curb line and additional decorative and shade trees shall be incorporated into plaza or landscaped areas adjacent to the sidewalk. Additional planting areas containing shrubs, decorative plantings, rain gardens, etc. are strongly encouraged.
  - 9) Automobile parking between the building line and a public right-of-way is expressly prohibited, even where surface parking is a permitted use. Parking is not permitted in any front yard. The surface parking associated with Unico Tower is grandfathered and may continue in its current configuration or may be modified upon site plan review and approval of the Planning Board.
  - 10) Porte-cocheres and drop-off lanes are prohibited except for the existing Unico Tower.
- C) FLOOR HEIGHT MINIMUM
- 1) Residential floor-to-ceiling heights for new construction must be a minimum of 9 feet and a maximum of 12 feet.
  - 2) A ground floor residential use (where permitted) must be 2 feet above sidewalk grade. Building lobbies may be at grade for ADA accessibility. Unico Tower is exempt for this requirement.
  - 3) Ground floor commercial uses shall have a minimum floor-to-ceiling height of 14 feet and a maximum of 24 feet.

D) PARKING DESIGN STANDARDS

- 1) Any parking structure, or portion of a building used as a parking structure, shall be designed to eliminate headlight glare by the provision of opaque screening for head lights and placement of interior garage lighting to be directed into the structure and mounted so as to prevent glare from such lighting to be visible from the street or adjacent property. Light fixture details and location shall be included within the garage floor plan at the time of site plan application.
- 2) The facade of all parking levels shall be of a compatible material to that used throughout the development or adjacent structures and shall be designed to provide visual interest. Landscape treatments such as trellised or espaliered plantings are acceptable treatments.
- 3) All openings must be screened with glass, decorative louvres or decorative façade materials. Any openings shall be in proportion to the window openings used in occupied portions of the building above. Open horizontal bands along the façade of any parking structure are prohibited.

- 4) Pedestrian access points provided at street level shall be designed to encourage street activity.
  - 5) All parking spaces shall be 9 feet wide by 18 feet deep. Compact parking spaces (8x15), may be provided, up to fifty (50) percent of approved parking spaces.
  - 6) Aisle widths shall conform to the following standards:
    - a) 90 degree parking 22' wide two-way aisle
    - b) 60 degree parking 18' wide one-way aisle
    - c) 45 degree parking 15' wide one-way aisle
    - d) 30 degree parking 12' wide one-way aisle
  - 7) All one-way aisles shall be clearly designated.
  - 8) Automatic garage parking and valet parking arrangements are exempt from the above space and aisle dimension requirements.
  - 9) Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares.
  - 10) Surface parking is grandfathered for the existing Unico Tower only, and may be reconfigured with the approval of the Planning Board. All surface parking must contain a landscaped buffer along all street lines
  - 11) All entry ways to off-street parking and loading structures shall incorporate decorative materials coordinated with the primary base façade on all surfaces twenty-five (25) feet deep into the structure to create an attractive view from the sidewalk and adjacent pedestrian areas.
  - 12) Loading service access should not be located on the main traffic oriented streets.
  - 13) All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, all parking stall and aisle widths and any other information deemed necessary to effectively evaluate the management plan. All parking management plans shall be subject to review and approval of the Division of Traffic Engineering, the Division of City Planning and the Planning Board. Valet parking is exempt from the above space and aisle dimension requirements. Valet parking schemes shall not be permitted to increase the total number of parked cars above the maximum number of permitted spaces.
- D) OPEN SPACE DESIGN REQUIREMENTS**
- 1) Open space shall provide at least 4 of the following visual and functional elements; such as bicycle parking, benches, seating walls, drinking fountains, refuse containers, planters, and/or public fountains. Open space amenities shall include decorative material such as: stone pavers, brick pavers, asphalt pavers, stamped and tinted concrete, and decorative lighting and detailing.
  - 2) Adequate lighting shall be provided to encourage active usage and a sense of security in the open space.
  - 3) Open space shall be designed and located so as to provide for maximum usability.
  - 4) Through creative design, open space features shall address the need for human comfort and enjoyment and provide for secure and pleasant settings to meet public and private use requirements. Open space and plazas shall be designed at a human scale to invite and attract the public and oriented to provide both visual and physical accessibility.

#### E) LANDSCAPING AND LIGHTING REQUIREMENTS

- 1) Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, plaza areas or loading zones. The developer's plan shall include proposals for landscaping indicating the location, size and quantity of the various species to be used.
- 2) All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of 4 feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. Ground cover shall be used in place of mulch.
- 3) All new trees shall be of a species and gender so as to minimize fruit and pollen.
- 4) Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
- 5) Underground watering facilities shall be required for all on-site landscaped areas. Hose bibs shall be provided immediately adjacent to planting areas abutting a building.
- 6) Street trees shall be planted along curb lines of streets in a regular pattern, spaced at one-half the mature spread of the tree canopy to further enhance the aesthetic quality of the redevelopment area. All trees shall be a minimum of four (4) inches in caliper.
- 7) Lighting within the site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent dark corners.
- 8) All lighting sources must be adequately shielded to avoid any off-site glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot candles.
- 9) All landscaping must be fully enclosed by curb or seating wall constructed of a masonry or metal material with a minimum of 8 inch in height. Landscaping shall be elevated to match the height of the curb or seating wall. Fencing is discouraged, but may be set into the required curb.

#### F) GREEN BUILDING REQUIREMENTS

- 1) For new construction projects with more than 9,000 square feet of roof top area, 90% of all roof top area not used for recreation space, solar panels, elevator or stair housing or other areas necessary for mechanical equipment must be a "green roof" or incorporate roofing products with a Solar Reflectance Index (SRI) of 80 or greater.
- 2) All plumbing fixtures must demonstrate a 30% improvement over US EPA 1992 Energy Policy Act standards. All new toilets must be 1.28 gallons per flush or less and achieve the US EPA HET standard. All new shower heads and faucets must be equipped with aerators or other mechanisms to reduce water flow equivalent to EPA Water Sense Standards.
- 3) All new construction must demonstrate 15% improvement in energy efficiency over ASHRAE 90.1 2007.
- 4) All paints and carpets must be "low VOC". Paints shall not exceed the VOC content limits established by the Green Seal Standard GS-11, Paints, 3<sup>rd</sup> Edition, July 12, 2013. Carpet shall comply with the Carpet and Rug Institute Green Label Program.
- 5) All new installed refrigerators, dishwashers and washing machines must be Energy Star Rated. Three (3) light fixtures per dwelling unit, garage lighting and all corridor lighting must be Energy Star rated.
- 6) The recycling and reuse of grey water is encouraged when feasible.

#### G) BUILDING AMENITY REQUIREMENTS

- 1) All buildings with 4 or more units must provide a washer/dryer room in the building or a washer/dryer in each unit.
- 2) Buildings with 4 or more floors must provide an elevator.
- 3) Buildings with more than 200 units must include at least 0.50% of the units (rounded to the nearest whole number) as 3 bedroom units.
- 4) An area equal to at least 25% of the lot area must be dedicated to useable active and/or passive recreation area and may be located on rooftops and/or required yard areas inclusive of decorative landscaping, seating areas, common recreation rooms and similar uses and activities.

#### H) BUILDING MATERIALS REQUIREMENTS

- 1) Synthetic stucco materials such as EIFS are prohibited.
- 2) Concrete block may not be used as a decorative finish on any facade.
- 3) Exterior doors including emergency exits and utility access shall not be secured with a pad lock. All door must include a built in lock mechanism.
- 4) Brick facades are encouraged to utilize multi toned brick selections, vary the brick pattern or provide a pattern of projections and/or relief in the brick work so as not to create a dull or flat facade.
- 5) Front cantilevered balconies may project no more than 12 inches from the facade where located within 45 feet from grade.
- 6) Use of chain link fencing, razor wire, barbed wire, or other similar security devises is expressly prohibited. Chain linked fencing may be temporality utilized during construction only.
- 7) Security Gates: All front security gates shall be completely composed of the open mesh type, except for two feet at the bottom of the gate which may be solid. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

### VI) SIGNAGE REGULATIONS

#### A) Signage Approval Process

- 1) All signs are subject to site plan review when included as part of a major site plan application.
- 2) All temporary banner signs for marketing projects on site shall be considered as an interim use.
- 3) All new signage that complies with the redevelopment plan shall not require site plan approval.
- 4) Minor Site Plan application with deviation must be submitted to the Planning board for all non-conforming sign proposals.
- 5) Retail signage above the retail base is not permitted in this Redevelopment Plan.
- 6) During construction only, not more than three (3) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution, leasing information and public entity officials (where applicable) shall be permitted. Each sign area shall not exceed eighty (80) square feet. Such signs must be removed

prior to the issuance of any certificate of occupancy or temporary certificate of occupancy.

**B) Number and Size of Signage**

- 1) The building address is required to be placed on either the main entry door, transom window, building, or awning flap at a maximum font height of 42 inches.
- 2) One building identification sign may be permitted at the sole discretion of the Planning Board. The size, location, material, and design of this sign shall be subject to site plan review and approval.
- 3) Corner lot development is encouraged to display the street names on the building facade or imprinted into the sidewalk.
- 4) Retail, restaurants, bars, health clubs, and other permitted ground floor uses:
  - (i) permitted one (1) exterior wall sign per storefront bay.
  - (ii) In addition, awnings may contain lettering with a font size of not more than 10 inches.

**C) Sign Design Requirements**

- 1) All retail signs shall be attached to the retail levels of the building only.
- 2) All wall signs shall be flush mounted and shall not exceed a vertical dimension of 30 inches.
- 3) Window signs (other than lettering and logos as specifically permitted) shall be prohibited. Lettering or logos shall be limited to decorative metal leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / storefront and shall cover no more than twenty (20%) of the window area.
- 4) Permitted signage material includes:
  - a) Painted wood.
  - b) Painted metals including aluminum and steel.
  - c) Brushed finished aluminum, stainless steel, brass, copper, or bronze.
  - d) Carved wood or wood substitute.
- 5) Permitted lettering material includes:
  - a) Lettering forms applied to the surface of the sign.
  - b) Single colored lettering forms applied to the surface of the sign.
  - c) Metallic solid body letters with or without returns.
  - d) Painted acrylic or metal letter.
  - e) Neon signage.
  - f) Channel lettering
  - g) Vinyl lettering attached permanently to a wood, wood substitute or metal signboard.
- 6) Signs may be lit from backlit halo, and exterior light sources such as up-lights and goose neck lights. Internally lit sign boxes are prohibited.
- 7) Storefront windows shall not be blocked by any interior display or display case, signage, or other form of visual barrier. At least 80% of the glass surface shall remain unobstructed. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- 8) All signage is permitted to include the name of the store only. Building address, phone number, operating hours and other additional information may be stenciled on the door.

D) Parking Garage Signage

- 1) One (1) sign shall be provided per entrance to garages indicating the parking facility by the international parking symbol and direction arrow. The sign area shall not exceed twenty (20) square feet. If applicable, one (1) sign per entrance may be allowed indicating parking rates, not to exceed eight (8) square feet and located on an interior wall along the driveway entrance.
- 2) Portable signs are expressly prohibited for parking garages.

E) Prohibited Signs

- 1) Billboards.
- 2) Portable advertising signs.
- 3) Product advertising signage of any kind.
- 4) Signage attached to parking meters, light poles, benches, or other street furniture.
- 5) Freestanding signs and Monument signs
- 6) Internally or externally illuminated box signs
- 7) Flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle
- 8) Posters, plastic or paper signs attached to the window.
- 9) Pole signs.
- 10) Waterfall style or plastic awnings.

**VIII. SPECIFIC LAND USE REGULATIONS** - The Redevelopment Area is divided into two districts; the east district and the west district as indicated on Map #2- Land Use District Map included within this Redevelopment Plan

A) Permitted Principal Uses:

- 1) Residential above the ground floor
- 2) Retail Sales of Goods and Services
- 3) Offices and Medical Offices
- 4) Restaurants, category one and two
- 5) Bars
- 6) Financial Services Facilities (without drive-thru)
- 7) Child Care Centers
- 8) Health Clubs
- 9) Educational & Tutoring Facilities
- 10) Off-street parking, only when included within a principal building containing residential and at least one other permitted principal use.
- 11) Automobile Rental
- 12) Public and Private Parks and Open Space
- 13) Mixed-use of any of the above.
- 14) Ground floor non-residential principal permitted uses are required along the Marin Boulevard and Ninth Street frontages, except in building areas providing building and site access, and necessary utility and mechanical areas. Residential uses are not permitted on the ground floor.

B) Accessory Uses

- 1) Off-street loading.

- 2) Amenity spaces, uses and rooms such as; meeting rooms, exercise rooms, interior and exterior recreation rooms and spaces and other similar uses, rooms and spaces.
  - 3) Walls, fences, signs and similar site improvements as approved by the Planning Board.
  - 4) Other uses customarily associated with, incidental and subordinate to a permitted use, and located within the same property.
- C) Permitted Maximum Density
- 1) East District - 300 units per acre.
  - 2) West District - 80 units per acre.
- D) Minimum Lot Size
- 1) East District - 50,000 square feet.
  - 2) West District - 100,000 square feet
- E) Permitted Building Coverage
- 1) East District – Ninety (90%) percent for any portion of the building up to 55 feet in height, subject to meeting the minimum setback and open space requirements listed below. The permitted building coverage for portions of the building above 55 feet in height shall not exceed seventy (70%) percent.
  - 2) West District – Twelve and one-half (12.5%) percent.
- F) Minimum Setbacks
- 1) East District
    - a) Front Setback – A minimum of a five (5) foot setback shall be provided along all street lines in order to provide additional pedestrian sidewalk area. However, recognizing that the corner of Ninth Street and Marin Boulevard forms a 65 foot radius, the setback may be decreased in order to accommodate this radius, provided that the first floor of the building corner at this corner location is configured to allow for a pedestrian underpass beneath the upper stories of the building of at least twenty (20) feet in width, twenty (20) feet in depth and 16 feet in height, thereby providing additional pedestrian circulation area at grade level. The pedestrian sidewalk area along Marin Boulevard shall be no less than 14 feet in width as measured from the curb face to the building, and no less than 9 feet in width as measured to the nearest building column at that portion of the street front where the 65 foot radius described above occurs.
    - b) The Ninth Street setback shall be a minimum of forty (40) feet, as measured from the northwest corner of the proposed building to the existing street line, in order to accommodate the Required Open Space described in paragraph H) 1) a) below. However, recognizing that the street line forms a 65 foot radius at the intersection of Ninth Street and Marin Boulevard, the setback shall be reduced to accommodate this existing radius as described in paragraph F) 1) a) above.
    - c) Interior Lot Line Setback – Zero, for that portion of the building up to a height of 55 feet. Building stories above a height of 55 feet shall be setback a minimum of ten (10) feet
  - 2) West District - The existing building setbacks within the West District shall be maintained. Any request for expansion of the existing building and/or any new construction must take the form of an application for an amendment to this Redevelopment Plan. However, it is recognized that the reconfiguration of on-site



parking, walkways, open space and other site amenities may result from the redevelopment of the property within the East District. Therefore, the Planning Board may grant such waivers as necessary and justified from the setback requirements for these site improvements.

G) Building Height

- 1) East District – One Hundred and Ninety (190) feet.
- 2) West District – One Hundred and Forty (140) feet

H) Required Open Space

1) East District

- a) An open space plaza must be provided along the north face of any proposed building. The open space shall run the entire length of the building frontage along Ninth Street, contain a minimum of 4,000 square feet, and shall occupy the area between the building and the street line. This open space plaza shall contain both hardscaped and landscaped areas and may be used for outdoor seating, dining areas, sidewalk café, or other similar use in conjunction with any commercial use located in the adjacent portions of the proposed building.
- b) An open space fronting onto Eighth Street must be provided. The open space shall be a minimum of 30,000 square feet in area and have no less than 100 feet of frontage along Eighth Street. The subject open space property is in the West District and is not in the same ownership as the property located in the East District. However, the open space shall be included in the site plan application for any building constructed in the East District and shall be subject to site plan review by the Planning Board. The construction of the open space shall be completed within one year of the issuance of the first Certificate of Occupancy for the subject building. The open space shall be maintained by the owner of the building to be constructed within the east district. The open space shall be open to the public at a minimum of from dawn to dusk daily. The specifics of the access, construction schedule, maintenance responsibilities, hours of public access, and duration of the open space shall be as set forth and subject to a Developer Agreement between the City of Jersey City, the owner of the subject open space and the developer/owner of the building constructed in the East District.
- 2) West District - The existing private open space and landscaped area lying between the building and the adjacent street lines, and the existing private open space and landscaped area lying between the building and the proposed park described above are grandfathered. However, it is recognized that the reconfiguration of the open space, walkways and other site amenities may result from the redevelopment of the property within the East District. Therefore, the Planning Board may grant such waivers as appropriate relative to these open space areas.

I) Parking Requirements:

- 1) Automobile Parking - a minimum of 0.5 parking spaces & a maximum of 1.0 parking space for each dwelling unit. Parking spaces allocated to an hourly car rental service, such as "Zip Car" or other similar hourly car rental provider, shall count as a five (5) parking space credit when calculating the parking ratio, provided that a minimum of 0.4 traditional parking spaces per unit is maintained.
- 2) Bicycle parking shall be as regulated by the Jersey City Land Development Ordinance.

- 3) Parking for senior housing shall be as regulated by the Jersey City Land Development Ordinance.
- J) Minimum Loading Requirements - The developer / applicant shall demonstrate that sufficient off-street loading is provided to accommodate the anticipated demands of the building and proposed uses. All loading shall be located off-street and designed to reduce conflicts with pedestrian and other traffic to the greatest extent practical.

#### IX. DEFINITIONS

- A) All definitions shall refer to the Jersey City Land Development Ordinance.

#### X. MAPS

- 1) Boundary Map
- 2) Land Use District Map



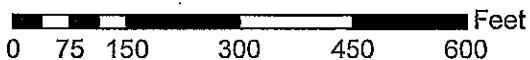
BLOCK 10102 REDEVELOPMENT PLAN BOUNDARY MAP



**LEGEND**

 Boundary

1 inch = 250 feet



NOVEMBER 25, 2013



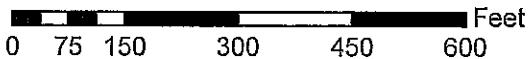
BLOCK 10102 REDEVELOPMENT PLAN LAND USE MAP



LEGEND

- WEST DISTRICT
- EAST DISTRICT

1 inch = 250 feet



NOVEMBER 25, 2013



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

City Clerk File No. Ord. 14.072

Agenda No. 3. I 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

### CITY ORDINANCE 14.072

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD  
REDEVELOPMENT PLAN**

**WHEREAS**, the Local Redevelopment and Housing Law, (NJSA 40A:12A-1 et seq.) permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment," and "in need of rehabilitation;" and

**WHEREAS**, the Luis Munoz Marin Boulevard Redevelopment Plan was adopted in February 1975 by the Jersey City Municipal Council and amended subsequently; and

**WHEREAS**, the existing plan has language that is out of date with current standards, and should be revised for consistency; and

**WHEREAS**, subdistricts of the Plan should be renamed for ease of use without changing the standards of the Plan; and

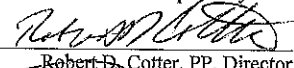
**WHEREAS**, the Planning Board of Jersey City, at its meeting of May 20, 2014, recommended that the Municipal Council adopt the proposed amendments to the Luis Munoz Marin Boulevard Redevelopment Plan in order to modernize the Plan; and

**WHEREAS**, the proposed amendment to the Luis Munoz Marin Boulevard Redevelopment Plan is attached hereto and made a part hereof, which amendments are available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the revised Luis Munoz Marin Boulevard Redevelopment Plan be, and hereby is, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect only if the Settlement regarding the ownership of the Pennsylvania Railroad Harsimus Embankment is effectuated between the City of Jersey City, Conrail, and other interested parties.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN

**Initiator**

|                     |                         |                 |
|---------------------|-------------------------|-----------------|
| Department/Division | HEDC                    | City Planning   |
| Name/Title          | Robert Cotter, PP, AICP | Director        |
| Phone/email         | 201-547-5010            | bobbyc@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

These amendments revise the existing Luis Munoz Marin Boulevard Redevelopment Plan to bring language throughout up to current legal standards and to match standard terminology throughout Plans citywide. Additionally, zone districts have been renamed for consistency and ease of use. No changes are proposed that would affect permitted uses or existing standards.

  
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## **SUMMARY**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN**

These amendments revise the existing Luis Munoz Marin Boulevard Redevelopment Plan to bring language throughout up to current legal standards and to match standard terminology throughout Plans citywide. Additionally, zone districts have been renamed for consistency and ease of use. No changes are proposed that would affect permitted uses or existing standards.

# **Luis Munoz Marin Boulevard (Henderson Street)**

## **Redevelopment Plan**

**DIVISION OF CITY PLANNING**

**Adopted February 1975**

**Amended December 1990**

**March 28, 2012 – Ord. 12-047**

**Block & Lot Updates August 29, 2012**

***Proposed 5/9/14***



## TABLE OF CONTENTS

| SECTION | TITLE   | PAGE |
|---------|---|------|
| I       | Description of Project  | 2    |
| II      | Administrative Provisions                                       |      |
| III     | Land Use Plan   |      |
| IV      | Project Proposals   | 10   |
| V       | Plan Extension  |      |
| VI      | Other Provisions Necessary to Meet State and Local Requirements |      |
| VII     | Procedures for Changes in Approved Plan                         | 10   |
| VIII    | Maps:   |      |
|         | Map 1 - Boundary Map  |      |
|         | Map 2 - Land Use Map  |      |
|         | Map 3 - Acquisition Map   |      |

## **I. Description of Project**

### **1. Boundaries of Redevelopment**

The boundaries of the Luis Munoz Marin Boulevard (*fka* Henderson Street) Redevelopment Area are shown on the Boundary Map, designated as Map No. 1, and are described as follows:

BEGINNING at the intersection of the west line of Grove Street / *Manila Avenue* and the north line of ~~Ninth~~ *Eighth* Street; thence easterly along the north line of *Eighth* ~~Ninth~~ Street to the east line of ~~Henderson Street~~ *Marin Boulevard*; thence southerly along the east line of *Marin Boulevard* ~~Henderson Street~~ to the south line of Second Street; thence westerly along the south line of Second Street to the west line of Grove Street / *Manila Avenue*; thence northerly along the west line of Grove Street / *Manila Avenue* to the north line of *Eighth* ~~Ninth~~ Street and the point and place of BEGINNING.

Property Not to be Acquired:

Lot 1, Block 11602 Pennsylvania Railroad Right-of-Way  
Lot 11, Block 10103 Private High School

### **2. Redevelopment Plan Objectives**

The original objectives of the redevelopment Plan created superblocks. The new policies of the City and modern urban development foster porous neighborhoods and the elimination of the superblock. Therefore, goals and objectives going forward are to add publicly accessible streets and/or pedestrian ways throughout the plan area in both new and pre-existing projects.

### **3. Types of Proposed Renewal Actions**

The proposed renewal actions within the Project Area include acquisition and demolition or removal of all properties with the exception of the privately owned high school located in City Tax Block 10103 and the Railroad Right-of-Way in City Tax Block 11602 which are not to be acquired. Public improvements will be provided, including street paving, curb, gutter and sidewalk installation, sewers, water mains and hydrants, traffic lights, traffic control and name signs, street lights and fire communications system.

## **II. Administrative Provisions**

- 1. Prior to commencement of construction, architectural drawings and site plans with detailed specifications for the construction and/or rehabilitation of improvements to the area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment requirements and objectives can be determined. Site plan review shall be conducted by*

*the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases. Final Site Plan approval for any phase shall entitle an applicant to building permits.*

2. *As part of any Final Site Plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.*

### III. Land Use Plan

#### 1. Land Use Plan

The Land Use Map, designated Map No. 2, shows the following:

- a. Thoroughfare and street rights-of-way
- b. Public and quasi-public uses
- c. Residential uses
- d. Railroad uses
- e. Circulation plan

#### 2. Land Use Provisions and Building Requirements

- a. Uses to be permitted in the Project Area within each of the reuse areas are as follows:

- i. Residential – *Districts 1 & 3*

~~The permitted uses shall be townhouse, multiple dwellings such as garden apartments, and medium rise multi-family apartments~~ **buildings** not to exceed thirteen (13) stories. ~~or a combination of these types. Ancillary uses including but not limited to neighborhood commercial, community meeting rooms, community facilities which shall not exceed ten percent (10%) of the total floor area of residential uses, and recreational open space.~~ In the area from Sixth to Second Street, day care centers shall be a permitted principal use.

- ii. *High Rise/Mixed Use Residential – District 2*

*Upon land transfer, land formerly part of the Historic Pennsylvania Railroad Harsimus Branch Embankment shall allow two residential high rise towers. Until such transfer, land is zoned Railroad Use Only.*

- iii. Public and Quasi-Public – *District 4*

- 1) Public

The permitted uses shall be public facilities including, but not limited to, recreational facilities and facilities for the Jersey City Fire Department and Jersey City Police Department and uses related thereto, such as parking.

2) Quasi-Public

The permitted uses shall be private, non-profit, educational and/or religious institutional uses and related uses such as parking and recreation.

3) Railroad

The permitted use shall be for railroad (railroad cars moving on rails) as per the current activity.

3. Additional regulations, controls or restriction to be imposed within each of the reuse areas are as follows:

a. ~~Residential~~ Districts 1 & 3- **Residential**

i. Density

The maximum overall density for the residential development in District 1 shall be sixty six (66) units per acre; the maximum overall density for residential development in District 3 shall be forty (40) units per acre.

ii. ~~Land~~ **Building** Coverage

The maximum amount of land covered by buildings shall not exceed forty percent (40%) of the area of the lot.

iii. Setbacks

All buildings shall be located so that there is a minimum of five feet (5') between the exterior wall of the building and the nearest parallel lot line. No such setback shall be used for any purposes other than lawns, terraces, steps, walks, and driveways incidental to ingress and egress to or from the building.

iv. Building Height

The maximum building heights shall be thirteen (13) stories or one hundred and forth feet (140').

v. Access to Housing Units

All buildings shall be designed so that the maximum vertical distance anyone is required to walk in order to arrive at the kitchen of any housing unit shall be no more than two stories.

vi. Parking

A minimum of one (1) off-street automobile parking space for each two (2) housing units shall be provided. Each such parking space shall be a minimum of eight and one-half (8.5') feet in width and eighteen feet (18') in length, and shall be suitably delineated. Each parking space shall have direct access to an aisle for movement of traffic and to and from the public street. Each such aisle shall me a minimum of twenty four feet (24') in width. Shared parking for mixed uses is permitted.

vii. Access to street

Direct vehicular ingress or egress to or from Luis Munoz Marin Boulevard (Henderson Street) and the new Ninth Street shall be permitted, subject to approval by Traffic Engineering and the Planning Board.

viii. Recreation area

A minimum of ten percent (10%) of the total residential area shall be set aside, developed and maintained by the redeveloper for use as a recreation area.

ix. Design Review

~~In order to establish and maintain values and ensure aesthetic and functional coordination essential to carrying out the objectives of the Redevelopment Plan, developers shall agree to certain additional controls through such means as are deemed appropriate by the Jersey City Planning Board. Such controls will be concerned solely with aesthetic and functional considerations and will not relieve developers of their responsibilities to comply with all ordinances and governmental rules and regulations including the Redevelopment Plan. The Jersey City Planning Board specifically reserves the right to review and approve the Developer's detailed plans, final working drawings, and specifications. Review and approval will be specifically concerned with, but not limited to, site planning, architectural, and construction details, screening and landscaping, ingress and egress, and signs. Preliminary sketches, drawings of site plans and building elevations in sufficient detail to show access, layout, landscaping and building construction, shall be submitted to the Jersey City Planning Board for review and approval before working drawings are made.~~

**EDITOR'S NOTE:** THE DISTRICT 2 - HIGHRISE /MIXED USE RESIDENTIAL DISTRICT AND ITS STANDARDS OUTLINED IN PARAGRAPH b. AND OTHER PARAGRAPHS CONTAINED WITHIN IT (SHOWN BELOW IN ITALICS) WILL NOT TAKE EFFECT UNLESS THE SETTLEMENT INVOLVING CONRAIL, THE CITY OF JERSEY CITY AND OTHER INTERESTED PARTIES IS FINALIZED AND THE SEVEN SEGMENTS OF THE EMBANKMENT OUTLINED IN PARAGRAPH b. (BELOW) ARE TRANSFERRED.

IN THE EVENT THAT THE DISTRICT 2 HIGHRISE / MIXED USE RESIDENTIAL DISTRICT DOES NOT TAKE EFFECT, THE ZONING FOR THE DISTRICT 2 BLOCK SHALL BE GOVERNED BY THE R-4 ZONE STANDARDS OF THE JERSEY CITY LAND DEVELOPEMENT ORDINANCE, PURSUANT TO THE SUPERIOR COURT DECISION, 247 MANILLA AVENUE, LLC, et. al. v. JERSEY CITY ZONING BOARD OF ADJUSTMENT, et. al.- DOCKET NO. HUD -L-4883-06, APPENDED TO THIS REDEVELOPMENT PLAN.

b. *District 2 - High Rise/Mixed Use Residential District 2*

The following Zoning standards are incorporated into this redevelopment plan to allow development to occur on Block 11602 Lot 1 (land formally known as Tax Block 212 Lots M & H), Only if and only after the other seven (7) segments of the Historic Pennsylvania Railroad Harsimus Branch Embankment (land formally known as Tax Blocks 247, 280, 317.5, 354.1, 389.1, Lots 50A and Block 415, Lot 50 and Block 446 Lot 18A ) have been transferred in fee simple ownership to the City of Jersey City for use as a public park and trail/light rail corridor; and in accordance with the settlement regarding the Pennsylvania Railroad Harsimus Branch Embankment involving Conrail, the City of Jersey City and other interested parties. These amendments are added to the redevelopment plan as per the settlement agreement duly adopted by the Municipal Council of the City of Jersey City on, February 8, 2012, by Resolution No. 12-113. (Note: These Amendments do not become effective without the settlement.)

Site Plan approval of the Planning Board is required for the implementation of any improvements pursuant to this zoning or any interim use of this district or portion thereof.

i. Permitted Use ~~and~~ Density, *and height*

Two Residential high rise Towers that shall contain a maximum of 400 DU and 200 Hotel rooms. The Hotel Room cannot be traded in for residential units. Their height shall be a maximum of 35 stories for the West Tower and 45 stories for the East Tower. Residential internal floor to ceiling heights shall not be less than 9.5 feet, and commercial internal floor to ceiling heights no less than 18 feet. They shall be constructed on a parking base. The roof of the parking level shall be at an elevation equal to the surface elevation of the top of the next embankment segment west of this site. The parking base shall contain at least one restaurant or café that is open to the public and having direct access from the public walkway.

The hotel may contain accessory uses customary and incidental to a hotel, including but not limited to meeting rooms, dining and banquet facilities.

- 1) Base Roof Deck - Also referred to as the roof of the parking and the public plaza level. The Base Roof Deck shall be equal to the entire lot area, minus the area covered by the towers and the amenity extensions. The roof shall be a green roof and it shall contain public open space and restaurant(s) with indoor and outdoor seating alongside a decorative and well appointed open

public walkway. The walkway shall span the length of the block and be no less than thirty (30) feet wide at its most narrow point. Public access to the walkway shall be constructed simultaneously with the first phase of any site development or site use and be provided via a grand stairway from Luis Munoz Marin Boulevard and through the simultaneous construction of a bridge, also a minimum of 30' wide, connecting this walkway segment to the next embankment segment west of this site. If east-west light rail is proposed, the light rail may use 16 feet of this walkway, and the remaining 14 feet shall remain public walkway.

Handicapped access shall be constructed simultaneously with the first phase of any site development or site use to the plaza level via the parking base elevator. A steep ramped bicycle channel shall be provided adjacent to the stair to accommodate bike carrying or guiding. Decorative screening and enclosure of the parking level is required. Screening of the parking from the Sixth Street frontage shall be provided by use of the on-site embankment stones as is historically appropriate; that may be cut to lessen the stone depth and allow for the parking module within. The Marin and Manila frontages shall incorporate the embankment stone into the façade in such a way that matches the original pattern and height of the slope of this embankment segment, such that stones along Manila Avenue and 6<sup>th</sup> Street shall be incorporated into the wall where they are present now but not into new locations or elevations on the walls. All other facades where parking is directly adjacent to the outside wall shall contain a living vertical green screen along their façade. The parking level shall be fully enclosed and internally ventilated.

## 2) Tower Element

Each tower footprint dimension shall be no larger than 105 x 75. Each tower footprint shall be permitted a three (3) story extension to house hotel uses, residential DU, retail service or restaurant. The roof of these extensions shall house the private hotel and residential amenities. But the Building coverage of the tower and extensions shall not be greater than fifty percent (50%) of the lot area.

The towers shall be elegantly designed point towers with a significant top and varied decorative spine of metal, glass, brick or stone or a combination of these.

The distance between towers shall be greater than 125 feet.

The tower element shall have a minimum step back from the property line of 15 feet.

3) **Sidewalk and Street Improvements**

The sidewalk of Sixth Street and Luis Munoz Marin Blvd. shall be improved in conjunction with and simultaneously with any development or use of this site. The width of the Luis Munoz Marin sidewalk shall not be less than 16' and shall not be impeded by any overhang or projection. The width of Sixth Street sidewalk shall be 14' feet and the turning lane approaching Marin Boulevard shall be removed. The sidewalk and streetscape design may be all softscape, but shall be consistent with and an extension of the streetscape design for the balance of the embankment segments.

4) **Parking and Loading**

A Maximum of 260 parking spaces shall be provided in the base. If a hotel is pursued, additional off-site parking may be provided pursuant to the recommendation of the Planning Board and the Division of City Planning.

5) **Loading access shall be from Manila and as far south of Sixth Street as possible.**

6) **Maximum FAR (Total GFA/Lot Area): 11.25:1**

c. **District 4 - Public and Quasi-Public**

i. ~~Land~~ **Building Coverage**

The maximum amount of land covered by buildings shall not exceed sixty percent (60%) of the area of the lot.

ii. **Setbacks**

All buildings shall be located so that there is a minimum of four feet (4') between the exterior wall of the building and the nearest parallel lot line. No such setback shall be used for any purposes other than lawns, terraces, steps, walks, and driveways incidental to ingress and egress to or from the building.

iii. **Building Height**

The maximum building height shall be three (3) stories or forty eight feet (48').



iv. Access to street

Direct vehicular ingress and egress to or from Marin Blvd. (Henderson St.), Sixth Street, Seventh Street, Eighth Street, and Manila Avenue and the public or quasi-public facility shall be permitted. The Jersey City Fire Department facility shall be permitted to have a continuous open driveway extending from the right-of-way line intersection of Marin Blvd. (Henderson St.) and Eighth Street one hundred feet (100'). The Jersey City Fire Department facility shall be permitted to have a driveway access on Eighth Street at the intersection of Eighth Street and Marin Blvd. (Henderson St.).

v. Off-street parking

1) Public

A minimum of one off-street parking space for each employee of any public facility located within the project shall be provided. All parking facilities ~~should~~ **shall** be screened with a landscaped buffer not less than three feet (3') high between the parking facility and abutting different uses or right-of-way lines or property lines. Minimum landscaping shall consist of either dense evergreen or other planting material or decorative masonry wall. A combination of dense planting material or trees and fencing may also be used.

2) Quasi-Public

For any new construction in the quasi-public use area, there shall be a minimum of one (1) off street parking space provided for each classroom or individual teacher's residence, whichever is greater. In addition, one (1) off street parking space shall be provided for each five (5) seats in any auditorium or gymnasium provided. All parking facilities must provide a landscape buffer not less than three feet (3') high along any right-of-way line or property line which abuts the parking area. Minimum landscaping shall consist of either dense evergreen or other planting material or decorative masonry wall. A combination of dense planting material, trees and fencing may also be used.

#### IV. Project Proposals

1. Land Acquisition

a. Identification of real property to be acquired for

i. Clearance and Redevelopment

All real property acquired for clearance and redevelopment is identified on the Acquisition Map, Map No. 3.

ii. Public Facilities

All real property acquired for clearance and the redevelopment of public facilities is identified on the Acquisition Map No. 3.

iii. Rehabilitation and Conservation

Rehabilitation and conservation is not contemplated within the project area.

- b. The City's intentions for the Historic Pennsylvania Railroad Harsimus Branch Embankment are outlined in the Settlement Agreement.
- c. There shall be a public access easement provided on the North side of Lot M I within the Railroad right-of-way extending the full length of the block, from Luis Munoz Marin Boulevard to Manila Ave. for a width of at least thirty (30) feet and it shall also include the construction of a publicly accessible grand staircase with bike carry channel ramp from street level to the top of the Base Roof Deck and the construction of a 30 foot wide publicly accessible bridge to the embankment segment west of this site. Public ADA access shall be provided through the private development elevator from the street to the Plaza level.

2. Rehabilitation and Conservation

The Historic Pennsylvania Railroad Harsimus Branch Embankment has been listed on the State and local historic register and is eligible for the National Register. Rehabilitation, conservation and retention of the stone walls are a priority for any project development. At a minimum, any removed stones will be re-used on-site as determined to be historically appropriate and remaining stones will be given to the City for re-use on the remaining embankment blocks or elsewhere in a public place. Any site development will provide public pedestrian walkway at an elevation equal to that of the existing embankment to allow for unimpeded public access.

3. Redeveloper's Obligations

In order to achieve the objective of the Redevelopment Plan, each redeveloper shall construct improvements in conformity with this plan and commence and complete such construction within a reasonable time as determined by the Jersey City Planning Board. The reasonable time will be specified in disposition documents.

4. Underground Utility Lines

There shall be underground placement of utility distribution lines which shall be relocated underground on all streets within the project area with the exception of telephone and electric facilities on Marin Blvd. (Henderson St.). Marin Blvd. shall remain overhead along the easterly right-of-way of Marin Blvd. (Henderson St.)

**V. Plan Extension**

This plan shall be extended an additional twenty five (25) years, to extend it to 2040.

## **VI. Other Provisions Necessary to Meet State and Local Requirements**

- ~~1. The Redevelopment Plan contains all provisions necessary to meet the State of New Jersey requirements under the Redevelopment Agency Law.~~
- ~~2. The Redevelopment Plan contains all provisions necessary to meet all requirements to the City of Jersey City.~~
- ~~3. All relocation has been completed in compliance with the applicable federal, state and local regulations.~~

*In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as "The Local Redevelopment and Housing Law", the following statements are made:*

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.*
- B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.*
- C. The Plan has given proposed land uses and building requirements for the Redevelopment Area.*
- D. The Acquisition Map and Acquisition Plan (Section IX), which are a part of this Plan, indicate all property to be acquired as a result of this Plan.*
- E. The Plan is in general compliance with the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan or the Zone Plan.*
- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.*

## **VII. Procedure for Changes in Approved Plan**

~~The Redevelopment Plan may be amended from time to time upon compliance with requirements of law, providing that with respect to any land in the project area previously disposed of by the Jersey City Redevelopment Agency for use in accordance with the Redevelopment Plan, the Jersey City Redevelopment Agency receives written consent of the then owner of such land whose interest there is material affected by such amendment. It is understood that said owner may not unnecessarily withhold such approval.~~

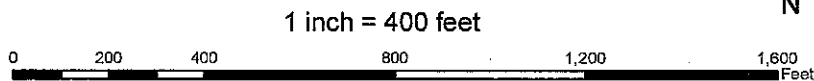
- 1. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of one thousand dollars (\$1,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 40A: 12A-1 et. seq., said developer shall pay these costs. If there is no developer the appropriate agency shall be responsible for any and all costs.**
- 2. No amendment to this Plan shall be approved without the review and recommendation of the Planning Board, and a public hearing and adoption by Municipal Council. A copy of any proposed change to the Plan shall be filed with the Office of the City Clerk.**



LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN  
 AND USE MAP

MAP 2

May 9, 2014



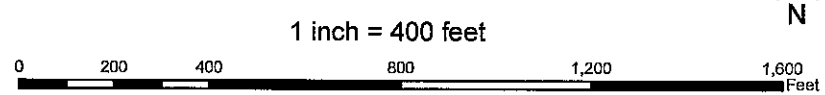


LUIS MUNOZ MARIN BOULEVARD REDEVELOPMENT PLAN

MAP 1

BOUNDARY MAP

May 9, 2014



Jersey City  
City Planning Division  
30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

City Clerk File No. Ord. 14.073

Agenda No. 3.J 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.073

**TITLE:** AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11201, LOT 29, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 298 SIXTH STREET

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new four (4) story building to contain four (4) residential units on the Property on the Property, is permitted for a period of five (5) years; and

**WHEREAS**, Jagdamba Ma Sixth, LLC [Entity], is the owner of Property designated as Block 11201, Lot 29, on the City's Tax Map and more commonly known by the street address of 298 Sixth Street, Jersey City, NJ; and

**WHEREAS**, the Entity now plans to construct a new four (4) story building to contain four (4) residential units on the Property; and

**WHEREAS**, construction will be substantially complete on March 30, 2015; and

**WHEREAS**, on March 27, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new residential Project, a copy of which application is attached hereto; and

**WHEREAS**, Jagdamba Ma Sixth, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$627, subject to increase on new construction) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11201, LOT 29, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 298 SIXTH STREET

- (b) 2015: the second tax year, 20% of actual taxes on improvements, estimated to be \$5,132;
- (c) 2016: the third tax year, 40% of actual taxes on improvements, estimated to be \$10,264;
- (d) 2017: the fourth tax year, 60% of actual taxes on improvements, estimated to be \$15,396; and
- (e) 2018: the fifth tax year, 80% of actual taxes on improvements, estimated to be \$20,529;

**WHEREAS**, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$6,996 for land and \$25,661 for improvements, for a total of \$32,657 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the multiple dwelling Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$32,657; and

**WHEREAS**, Jagdamba Ma Sixth, LLC, has agreed to pay the sum of \$6,000 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new four (4) story building to contain four (4) residential units, located in Block 11201, Lot 29, and more commonly known by the street address of 298 Sixth Street, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 20% of actual taxes on improvements, estimated to be \$5,132;



AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11201, LOT 29, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 298 SIXTH STREET

- (iii) Year 3: the third tax year, 40% of actual taxes on improvements, estimated to be \$10,264;
- (iv) Year 4: the fourth tax year, 60% of actual taxes on improvements, estimated to be \$15,396; and
- (v) Year 5: the fifth tax year, 80% of actual taxes on improvements, estimated to be \$20,529.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit, for a total of \$6,000.

- 3. An obligation to execute a Project Employment and Contracting Agreement and Project Labor Agreement to insure employment and other economic benefits to City residents and businesses.
- 4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within twenty-four (24) months of the date of adoption of the within Ordinance.
- 5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
- 6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11201, LOT 29, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 298 SIXTH STREET

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
6/06/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**FISCAL IMPACT COST PROJECTION (JAGDAMBA MA SIXTH - TIER 1 - 5 YEAR)**

Block: 11201 Lot: 29 Loc: 298 SIXTH ST

| Demographic Multipliers |                 |           |           | Annual Expenditures |             |                      | Total                     |
|-------------------------|-----------------|-----------|-----------|---------------------|-------------|----------------------|---------------------------|
| Planned Development     | Number of Units | Household | Students* | Residents           | Students    | Per Capita Municipal | Per Pupil School District |
| 2 Bedroom               | 4               | 2,012     | 0.120     | 8.05                | 0.48        | \$1,126.42           | \$3,005.00                |
| <b>TOTAL</b>            | <b>4</b>        |           |           | <b>8.05</b>         | <b>0.48</b> |                      |                           |
|                         |                 |           |           |                     |             | \$9,065.41           | \$1,442.40                |
|                         |                 |           |           |                     |             | \$9,065.41           | \$1,442.40                |
|                         |                 |           |           |                     |             |                      | \$10,507.81               |

|  |                                    |                            |               |  |            |  |    |           |
|--|------------------------------------|----------------------------|---------------|--|------------|--|----|-----------|
| 1. Total Municipal Ratables  | \$5,916,171,471                    | 4. Fiscal Year 2013 Budget | \$500,097,007 | 6. Population of Jersey City (2010 Census) | 247,597    | 9. Increase in Services Incurred Per Development   | \$ | 10,507.81 |
| 2. Residential Ratables Commercial Ratables  | \$3,289,371,882<br>\$1,439,637,425 |                            |               | 7. Per Capita Municipal Cost               | \$1,126.42 | 10. Anticipated Taxes (Land & Improvements @ 74.66)  |    |           |
| 3. Residential Ratables as a Percentage of Total Ratables  | 55.77%                             | 5. Residential Portion     | \$278,897,596 | 8. Annual Expenditures Per Student         | \$3,005.00 | 1st Year \$ 6,895.64<br>2nd Year \$ 12,127.77<br>3rd Year \$ 17,259.90<br>4th Year \$ 22,392.03<br>5th Year \$ 27,524.16       |    |           |
| Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs. |                                    |                            |               |  |            | 11. Implied Cost (Surplus)   |    |           |
| *Multipliers based on transit-oriented developments.   |                                    |                            |               |  |            | 1st Year \$ 3,512.17<br>2nd Year \$ (1,619.96)<br>3rd Year \$ (6,752.09)<br>4th Year \$ (11,884.22)<br>5th Year \$ (17,016.35) |    |           |

TIER ONE (5 YEAR)  
6-06-14  
NJSA 40A:21-1 et seq  
(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **JAGDAMBA MA SIXTH, LLC**, [Applicant/Owner], whose principal place of business is 2449 Kennedy Boulevard, Jersey City, NJ 07304.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 298 Sixth Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 11201, Lot 29, on the Tax Assessor's Map, more commonly known by the street address of 298 Sixth Street and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about March 27, 2014, the Applicant applied for a five year tax exemption to construct a new four (4) story Multiple Dwelling building to contain four (4) residential units on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_ on \_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new four (4) story Multiple Dwelling building to contain four (4) residential units [Improvements] on the Property, as further described in the Application, attached

hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$5,132;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$10,264;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$15,396; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$20,529.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of \$3,500 to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

#### **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due on improvements, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

**ARTICLE IX: AFFORDABLE HOUSING TRUST FUND**  
**CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$6,000 or \$1,500 per unit as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

**ARTICLE X: TERMINATION/ELIGIBILITY**  
**FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

**ARTICLE XI: PROJECT EMPLOYMENT**  
**AND CONTRACTING AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

**ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

**Business Administrator**  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

**Jagdamba Ma Sixth, LLC**  
2449 Kennedy Boulevard  
Jersey City, NJ 07304

## ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**JAGDAMBA MA SIXTH, LLC**

BY: \_\_\_\_\_, Member

**ATTEST:**

CITY OF JERSEY CITY

BY: \_\_\_\_\_

**Robert Byrne**  
**City Clerk**

**Robert J. Kakoleski**  
**Business Administrator**



## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **JAGDAMBA MA SIXTH, LLC**, having its principal office at 2449 Kennedy Boulevard, Jersey City, NJ 07304. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ.

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**2. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual



employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

#### 1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
- i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

- ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

#### **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may

be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in

the annual payment in lieu of taxes.

**IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Grand Storage, LLC  
69-71 New Hook Road  
Bayonne, NJ 07002

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**JAGDAMBA MA SIXTH, LLC**

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**Secretary**

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**President**

City Clerk File No. Ord. 14.074

Agenda No. 3.K 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **14.074**

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11402, LOT 23, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 222 FIRST STREET**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new four (4) story building to contain eight (8) residential units on the Property on the Property, is permitted for a period of five (5) years; and

**WHEREAS**, Laxmi Ma First, LLC [Entity], is the owner of Property designated as Block 11402, Lot 23, on the City's Tax Map and more commonly known by the street address of 222 First Street, Jersey City, NJ; and

**WHEREAS**, the Entity now plans to construct a new four (4) story building to contain eight (8) residential units on the Property; and

**WHEREAS**, construction will be substantially complete on May 31, 2015; and

**WHEREAS**, on March 31, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new residential Project, a copy of which application is attached hereto; and

**WHEREAS**, Laxmi Ma First, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$11,983) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 20% of actual taxes on improvements, estimated to be \$2,735;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11402, LOT 23, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 222 FIRST STREET

- (c) 2016: the third tax year, 40% of actual taxes on improvements, estimated to be \$5,469;
- (d) 2017: the fourth tax year, 60% of actual taxes on improvements, estimated to be \$8,204; and
- (e) 2018: the fifth tax year, 80% of actual taxes on improvements, estimated to be \$10,938;

**WHEREAS**, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$11,983 for land and \$13,673 for improvements, for a total of \$25,656 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the multiple dwelling Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$25,656; and

**WHEREAS**, Laxmi Ma First, LLC, has agreed to pay the sum of \$12,000 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new four (4) story building to contain eight (8) residential units, located in Block 11402, Lot 23, and more commonly known by the street address of 222 First Street, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 20% of actual taxes on improvements, estimated to be \$2,735;
  - (iii) Year 3: the third tax year, 40% of actual taxes on improvements, estimated to be \$5,469;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11402, LOT 23, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 222 FIRST STREET

- (iv) Year 4: the fourth tax year, 60% of actual taxes on improvements, estimated to be \$8,204; and
- (v) Year 5: the fifth tax year, 80% of actual taxes on improvements, estimated to be \$10,938.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit, for a total of \$12,000.

- 3. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- 4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within twenty-four (24) months of the date of adoption of the within Ordinance.
- 5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
- 6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).



AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 11402, LOT 23, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 222 FIRST STREET

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
6/5/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

TIER ONE (5 YEAR)  
6-05-14  
NJSA 40A:21-1 et seq  
(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **LAXMI MA FIRST, LLC**, [Applicant /Owner], whose principal place of business is 2449 Kennedy Boulevard, Jersey City, NJ 07304.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 222 First Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 11402, Lot 23, on the Tax Assessor's Map, more commonly known by the street address of 222 First Street and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about March 31, 2014, the Applicant applied for a five year tax exemption to construct a new four (4) story Multiple Dwelling building to contain eight (8) residential units on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new four (4) story Multiple Dwelling building to contain eight (8) residential units [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance \_\_\_\_\_ which

authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$2,735;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$5,769;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$8,204; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due on improvements, currently estimated to be the sum of \$10,938.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of **\$3,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due on improvements, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

#### **ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$12,000 or \$1,500 per unit as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

#### **ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

#### **ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

#### **ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

**Laxmi Ma First, LLC**  
2449 Kennedy Boulevard  
Jersey City, NJ 07304

## ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**LAXMI MA FIRST, LLC**

BY: \_\_\_\_\_, Member

**ATTEST:**

CITY OF JERSEY CITY

BY: \_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**Robert Byrne**  
**City Clerk**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **LAXMI MA FIRST, LLC**, having its principal office at 2449 Kennedy Boulevard, Jersey City, NJ 07304. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.



17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**2. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual

employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### **3. Business Contracting**

Good Faith shall mean compliance with all of the following conditions:

#### **1) Solicitation of Businesses:**

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) **Semi-Annual Purchasing Reports:** The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

- ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

#### **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may



be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in

the annual payment in lieu of taxes.

**IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Grand Storage, LLC  
69-71 New Hook Road  
Bayonne, NJ 07002

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**LAXMI MA FIRST, LLC**

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**Secretary**

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**President**